



RFP Ref. No. HO/RM/RFP/BIR/02/2021

Date: 06.07.2021

REQUEST FOR PROPOSAL FOR

EMPANELMENT OF BUSINESS INFORMATION COMPANIES (BICs)

Last date of Submission of Proposals: 29th July , 2021 (up to 4.00 pm)

The information provided by the Bidders 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, cancel 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 the right to accept or reject any or all the responses to this RFP without assigning any reason(s) whatsoever and without any cost or compensation there for.

This document is prepared by UCO BANK for EMPANELMENT OF BUSINESS INFORMATION COMPANY (BIC). This document is meant for the exclusive purpose of Bidding as per the Specification, Terms, Condition and Scope indicated. It shall not be transferred, reproduced, reused, copied or otherwise used for purposes other than for which it is specifically issued.

Disclaimer

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

The Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and/or annul the RFP. The Bank reserves the right to reject any or all the request of proposals received in response to this RFP document at any stage without assigning any reason whatsoever and without any cost or compensation there for. The decision of the Bank shall be final, conclusive and binding on all parties.

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CALENDAR OF EVENTS

1	RFP Reference No. & Date	HO/RM/RFP/BIR/02/2021 Dated: 06.07.2021
2	Brief Description of the RFP	Empanelment of Business Information Company for Business Information Report (BIR).
3	Bank's Address for Communication and Submission of Bid	General Manager, UCO Bank, Head Office Risk Management Department 1 st floor, 10 BTM Sarani, Kolkata – 700001 Email – horm.calcutta@ucobank.co.in
4	Contact Detail	033-4455 8438
5	Date of Issue of RFP	06.07.2021
6	Last date and time of submission of Pre-Bid Queries	14.07.2021 up to 4.00 pm (Pre-bid queries should only be submitted at E-mail ID mentioned in point no.3 , in the prescribed format as per annexure VII)
7	Date of upload of reply on pre-bid queries received via email.	21.07.2021 (Reply of the Pre –bid queries will be uploaded on Bank's web site)
8	Last date and time of submission of Physical Bid	29.07.2021 upto 04.00 pm
9	Date and Time of opening of Technical Bid	29.07.2021 at 04.30 pm at the address mentioned above in point no. 3
10	Date and Time of Technical Presentation	Will be communicated separately
11	Date and Time of opening of Financial Bid	Will be communicated separately
12	No. of Envelopes to be submitted	Three envelopes viz. Eligibility Certificates, Technical Bid and Financial Bid. Above three envelopes will be inserted in single Master Envelope
13	Application Fees (non-refundable)	Rs.10000/- (Rupees Ten thousand only) by way of DD favouring "UCO Bank" payable at Kolkata

Note: Bids will be opened in the presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend the meeting. In case the specified date of submission & opening of Bids is declared as a holiday in West Bengal under the NI Act, the bids will be received till the specified time on the next working day and will be opened at 4.30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.

Notwithstanding anything contained herein, for the purpose of determining the eligibility of the bidder(s), Bank reserves the right to seek any clarification/documents which are required for the matter(s) connected therewith or incidental and any such clarification/documents shall be binding on all the bidder(s).

The Pre-bid queries should reach us in writing on or before the date mentioned in the **Annexure-VII** by e-mail to horm.calcutta@ucobank.co.in . It may be noted that no query from any bidder shall be entertained if received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at the Bank's website. No individual correspondence will be accepted/ entertained in this regard."

Following terms are used in the document interchangeably to mean:

1. "Bank", "UCO" means **UCO Bank**, constituted under "Banking Companies Acquisitions & Transfer of Undertakings Act. 1970", which has invited the bids for consultancy services, and with which the selected bidder signs the contract for the services to be rendered and to whom the selected bidder shall provide services as per the terms and conditions and terms of reference of the contract.
2. "Assignment" means the work to be performed by the Applicant pursuant to the Contract
3. "Agreement" means the agreement signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.
4. "Personnel/ Resources" means professionals and support staff provided by the Applicant
5. "Proposal/ Bid/ Tender" means Response to the RFP Document
6. "Respondent, Recipient, Bidder and Consultancy service provider" means interested and eligible applicants responding to this RFP
7. "Successful/ Selected Bidder/ Consultancy service provider " means the Bidder selected as the successful Bidder by the Bank in accordance with this RFP
8. "Affiliates / Group Companies" means firms / LLP working under the common brand name and engaged in similar activity of accounting advisory / financial services, registered in India.
9. "Bidder / Applicant / Consultancy service provider" means the entity or firm who is submitting its proposal for providing services to Bank.
10. "Parties" - Party or Parties means Bank or Bidder /Selected Bidder /Consultancy service provider or both as the case may be.
11. "Proposal" means the Technical Proposal and the Financial Proposal.
12. "RFP" means this "Request for Proposal" prepared by the Bank for the selection of Consultancy service provider.
13. "Terms of Reference (TOR)" means the document included in the RFP which explains the scope of work, activities, tasks to be performed, etc.

Request for Proposal ("RFP") for EMPANELMENT OF BUSINESS INFORMATION COMPANY (BIC) for Business /Business Information Reports of new/existing customers of UCO Bank ("Bank")

1. ABOUT THE BANK

UCO Bank, a Body Corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at 10, BTM Sarani, Kolkata -700 001, India hereinafter to be referred to as "Bank". The Bank is one of the leading Public Sector Banks having a Pan India presence with extensive network of 3086 Branches as on 31st March 2021 and 2 international Branches each at Hong Kong and Singapore. The Bank is engaged in various types of fund based and non- fund based financing besides all banking and associated activities. The shares of the Bank are listed on National Stock Exchange (NSE) and Bombay Stock Exchange (BSE) and actively traded on both the exchanges.

Global Business of the Bank stood at Rs. 3,24,324 Crore as on 31.03.2021. Global deposits and advances stood at Rs.2,05,919 Crore and Rs.1,18,405 Crore respectively as on 31.03.2021. Operating Profit of the Bank for FY 2021 is Rs.5,421 Crore as against Rs.4836 Crore during FY 2020, thereby reflecting an increase of 12.10%. Total income registered growth Rs.160 Crore from Rs18006 Crore in FY 2020 to Rs.18166 Crore in FY 2021.

2. CONTEXT

UCO Bank invites Request for Proposal (RFP) from Business Information Companies (BICs), for providing of Business Information of Reports (BIR) of new or existing customer/borrowers as per regulatory/business requirements.

3. INFORMATION PROVIDED

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

3.1 For Respondent Only

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

3.2 Cost Borne by Respondents

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

3.3 No Legal Relationship

No binding legal relationship shall exist between any of the Recipient/Respondent and the Bank until the execution of a contractual Agreement.

3.4 Recipient Obligation to Inform Itself.

Recipients must apply their own care and conduct their own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

3.5 Evaluation of Offers.

Each recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of service provider, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting the response to this RFP document that the organization has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

3.6 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document in totality without any condition whatsoever.

3.7 Submission of Proposals

The submission of proposals to this RFP shall be made in the following manner:

- a) **Envelope 1 (Sealed)** - With the words "**Technical proposal –Empanelment of BUSINESS INFORMATION COMPANY (BIC) - Name of the Bidder**" on the envelope containing the documents mentioned in section 4 of this RFP under Technical Proposal.

- b) **Envelope 2 (Sealed)** - With the words "**Commercial proposal - Empanelment of BUSINESS INFORMATION COMPANY (BIC) - Name of the Bidder**" on the envelope containing the documents mentioned in section 12 of this RFP and in the format given in Annexure

4 TECHNICAL PROPOSAL

4.1 RFP Response Submission

4.1.1 RFP Response Submission Details.

Technical proposal should be a complete document and placed in a sealed envelope super scribed as "TECHNICAL BID - EMPANELMENT of BUSINESS INFORMATION COMPANY (BIC)/BUREAU - NAME OF THE BIDDER".

The eligibility and technical envelopes should have the following documents:

1. Supporting documents fulfilling the **eligibility criteria** as detailed in this RFP.
2. **Application Form(As per Annexure-I)**containing the following:
 - a. Profile of the Organization
 - b. Experience/Empanelment of the applicant with Public Sector Banks or Private Sector Banks in India.
 - c. Proposed Approach and Methodology for submission of Report to our offices/branches.
 - d. Dedicated Team support of the applicant for Banks.
3. **All Annexures as per RFP should be on the Company's letter head** with authorizing person's signature and company seal on all pages.
4. All supporting documents fulfilling the eligibility criteria in support of Technical specifications.
 - a. Application Form as per **Annexure I**
 - b. Cover letter as per **Annexure II**
 - c. Undertaking as per **Annexure III**
 - d. Conformity Letter as per **Annexure IV**
 - e. A copy of the RFP along with the addendum/corrigendum and pre-bid clarifications, if any, duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

All the Envelopes (inside the Master Envelope) should have the following information:

1. **Name of the Bidder** :
2. **Type of Offer: Technical/ Commercial**
3. **Date of Submission** :
4. **Contact name, number (mobile) and email address of the single point of contact of the Bidder's representative for this RFP :**

4.1.2 The RFP response document should be submitted to the Bank in original

4.1.3 Numbering of pages in the proposal/response.

All the relevant pages of the response are to be numbered and signed by an authorized signatory on behalf of the Respondent. The number should be a unique serial number across the entire document in Page X of Y format, where X is the current page no. and Y is the total no. of pages. **An Index detailing the documents and the corresponding page number should form part of the submission.**

4.1.4 Application Fees (non-refundable):

Application fees of Rs.10,000/- (Rupees Ten thousand only) by way of DD favouring "UCO Bank" payable at Kolkata.

4.1.5 Registration of RFP Response

Registration of the RFP Response will be affected by the Bank by making an entry in a separate register kept for the purpose, upon the Bank receiving the RFP Response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP Response is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

4.2 Validity Period

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the last date of submission of responses.

The Bank shall have the right at its sole and absolute discretion to continue the assignment with the Applicant/s for future requirement on the rates finalized in this processing for various items/activities as described in the Price Bid (to be submitted after empanelment), or at the price negotiated thereafter, after expiry of current

assignment/empanelment period. In exceptional circumstances, the Bank may solicit the Applicant/s consent to an extension of period of validity.

4.3 Communication/ Clarifications on the RFP

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in "**CALENDAR OF EVENTS**" in the RFP Document. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents via e- mail. However, the Bank will not respond to any communication initiated by the Recipient(s) beyond the dates provided in "**CALENDAR OF EVENTS**". Any changes to the RFP will be communicated as an Addendum/ corrigendum to the RFP, which will be hosted on Bank's website and no individual communications, will be made to the intending bidders.

The Bank may in its absolute discretion seek any additional information/ clarification from any Respondents on the RFP Response as part of the evaluation process and all such information and material provided must be taken to form part of that Recipient(s)Response to the RFP.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Recipient(s) via email. If the Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, the Bank reserves the right to communicate such response to all Recipient(s).

The Bank may in its absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

The Bank is not bound to reply the queries not pertaining to this document. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all applicants.

4.4 Disqualification

Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the Bank.

4.5 Language of Technical Proposal

The RFP Response prepared by the Respondent as well as all correspondence and documents relating to the RFP exchanged by the Respondent with the Bank and supporting documents and printed literature shall be in English language only.

5 SUBMISSION OF PROPOSAL:

5.1 Formats of Bids

The Respondents should use the formats prescribed by the Bank in submission of the RFP Response.

5.2 Timeframe

The timeframe has been provided in the point "**CALENDAR OF EVENTS**" for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

5.3 Late Submission or Rejection of Bid Submission

Timely submission of responses is strongly encouraged and recommended. Proposal submissions after the lodgement deadline shall be documented by the Bank and may be considered and evaluated/rejected at the absolute discretion of the Bank. However, the Bank has no obligation to accept or act on any reason for a late proposal response.

The Bank has no liability to any Respondent who lodges a late proposal submission for any reason whatsoever.

5.4 Pre Bid Queries.

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases seek clarification in writing in advance **as per annexure VII**, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communication regarding points requiring clarifications on doubts, if any, shall be given in writing through e-mail to the RFP Co-ordinator by the intending Bidders before the timelines specified. All the replies of the Pre –bid queries will be uploaded on Bank's web site only.

5.5 Important Points to be noted

- a) The sealed bid envelopes should be delivered to the RFP Co-ordinator at the postal address mentioned in the point "**CALENDAR OF EVENTS**". The Bank has nominated the RFP Co-ordinator to manage the bid process on behalf of the Bank.
- b) All the queries and communication must be addressed to the RFP Co-ordinator from the Bank.
- c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate document, the original document will prevail.
- d) All letters must be addressed to the RFP Co-ordinator.

- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses). All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank, form part of the final contract between the Bank and the selected Respondent.
- f) Unsigned responses would be treated as incomplete and are liable to be rejected.

6. SCOPE OF WORK

UCO Bank proposes to empanel the Business Information Companies (BICs)/Bureau approved by RBI, for pulling of Business Information Reports of Costumers.

The Business Information Reports includes General or Specialised Business information reports which help Credit assessing officer to take decision. Bank will pull the Business information reports as per its regulatory requirements and/or business requirements.

The empanelled companies/Bureaus/bidders have to provide training and guidance to users of Business information reports.

The empanelled companies/bidders have to provide supports for integration of their platform with Bank's internal platform like CBS, LMS, Collection System, etc, for pulling of reports or any other purposes.

Bank may empanel single Business Information Companies/bidder or multiple Business information companies/bidders (up to 5) for single or multiple Business information reports as per Bank's requirements and suitability of the reports for various types of customers/borrowers.

Bank has its sole discretion to pull the Business Information Report (BIR) from the single or multiple empanelled bidders based on Bank's requirements.

The empanelled bidders have to provide the Business information reports with the following information's /features:

1. Business Entity details (Business Facts, Address, Contact no, mail id, Pan Card, CIN, etc.)
2. Risk Score/ Grade with Risk description
3. Details of Management
4. Financial Details
5. Operations Details

6. Social media Feedback, News & Events
7. Business Information Report's Scoring Factors, weightage & Methodology
8. Regulatory / Statutory Compliances
9. Analytic reports on Financial statements (Balance Sheet, Profit & Loss Accounts)
10. Key Financial Ratios (Solvency, Leverage, efficiency, profitability, etc.) analysis.
11. Industry reports/ Analysis
12. Analyst Reports/Observations
13. Any other related information as when demanded from time to time.
14. The above information/details are inclusive not exhaustive.

The empanelled bidders have to provide the facility of pulling Business information Reports to all its branches/offices. Bank has not committed for any minimum number of Business information reports to be pulled and hence empanelment process will be based on pricing of first slab mentioned under commercial Bid.

7. DURATION OF EMPANELMENT

The Business Information Company (BIC) will be empanelled initially for a period of three years which may be extended at the sole discretion of the bank and reviewed every year. At the time of annual Review, Bank may terminate the empanelled BIC at its sole and absolute discretion without assigning any reason by giving Thirty (30) days' prior notice in writing whatsoever and without any cost or compensation therefor.

UCO Bank may, at its sole and absolute discretion, decide to take the services of empanelled BICs for any other services/reports provided by the companies.

UCO Bank may, subject to the general terms of this RFP, include additional scope elements in the report based on the additional compliance requirements by MoF/RBI/ICAI/SEBI or any other regulator of institutions.

8. ELIGIBILITY CRITERIA

The following criteria should be met by an eligible bidder–

Sr. No.	Eligibility Criteria	Documents Required
1.	The bidder should be a Private/Public Limited Company Registered in India.	A copy of the certificate of Incorporation issued by the registrar of companies
2.	The bidder should have empanelled with minimum 3 Scheduled commercial Banks (SCBs) for providing Business Information Reports.	Copy of Empanelment order/letter issued by Scheduled commercial Banks (SCBs) or any other documents to the satisfaction of Bank.
3.	Bidder should have positive net-worth as on the date of issue of RFP.	Copies of latest Audited Financial Statements or any other documents to the satisfaction of the Bank.
4.	Bidder should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI / and should not have blacklisted by any PSB/Regulatory Bodies on the date of providing response to this RFP.	Undertaking as per annexure III.
5.	The Bidder's Firm/ Company should not be owned or controlled by any Director or Employee (or Relatives) of the Bank	A self-declaration by the bidder on their letter head.
6.	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	A self-declaration by the bidder on their letter head.

Only Bidders that fulfil **all** the eligibility criteria as mentioned above are eligible to participate in this Bid. The Bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those Bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Bidder fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Banks' discretion and decision on the 'Eligibility Criteria' is final.

9. TECHNICAL EVALUATION:-

First, Technical bid documents will be examined from the Eligibility Criteria angle. The bids of only those Bidders, who fulfil the eligibility criteria as per this RFP will be taken up for further evaluation/selection process and rejecting the remaining bids.

Evaluation Criteria	Max Marks	Scoring Methodology
Experience: Experience of the bidders in providing services to Banks as on 31.12.2020.	15	<ul style="list-style-type: none">• 15 marks- if the experience is for ≥ 10 Years.• 10 marks - if the experience is less than 10 Years.
Present Empanelment: Empanelment of bidders with the Banks/FI for Business Information Reports. Number of Banks/FIs which are pulling reports from the bidders. Any other documents to the satisfaction of Bank.	20	<ul style="list-style-type: none">• 20 Marks – if the bidder is empanelled for ≥ 10 Banks/FI in the last 5 years• 15 Marks – if the bidder is empanelled for ≥ 5 but < 10 Banks/FI in the last 5 years• 10 Marks– if the bidder is empanelled for < 5 Banks/FI in the last 5 years•
Company/ Firm should have positive net-worth in the last Financial years.	15	15 marks for the Company/ Firm having positive net-worth.
Presentation- The bidders of this RFP have to give presentation/interactions before evaluation committee of the Bank on the reports to be provided. The specification of the reports should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from	50	Shall be evaluated by the Technical Evaluation Committee based on the sample Reports and presentation.

the selection process. Scoring will be done based on presentation and the sample reports of the bidders by internal evaluation committee.		
Total	100	

The evaluation/selection process will be done with combination of, technical competence and commercial aspects as detailed here below. A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage. The bidders scoring less than 60 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for selection process. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed.

The evaluation of technical proposals, among other things, will be based on the following:

1. Evaluation criteria mentioned in this RFP
2. Presentation, sample reports, and any other qualitative aspects of the reports and feedback.

Various stages of technical evaluation are presented below:

1. Paper evaluation based on response
2. Arriving at the final score on technical proposal after Presentation -cum -Reports- Interview.

The table below highlights the parameters under the technical criteria and scoring methodology.

Please note that the evaluation will be done for each report separately and accordingly Final empanelment for each report will be done.

Note:

1. The term "Bank" implies to UCO Bank.
2. Public sector and commercial banks mean public sector and commercial Banks in India only.

3. The Service Provider is required to provide documentary evidence for each of the above criteria and the same would be required on the client's Letter Head /Letter of engagement/agreement to the satisfaction of the Bank.

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

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

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

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

10. Commercial/ Cost Evaluation

It may be noted that commercial bids will be subjected to following evaluation process:

- Under **CQCCBS (Cost Evaluation under Combined Quality cum Cost Based System)**, the **technical proposals** will be allotted weightage of **80%** while the **financial proposals** will be allotted weightage of **20%**.
- Proposal with a **lowest cost** may be given a financial score of **100** and other proposals given financial scores that are inversely proportional to their prices.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- **Highest point basis:** On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be first choice and invited for negotiations, if required, and shall be recommended for empanelment. Bank may empanel H-2, H-3, etc. also depending on requirements of Banks.

As an example, the following procedure can be followed.

In a particular case of selection of Consultancy services provider, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 80:20. In response to the RFP, 3 proposals, A, B & C were received.

The technical evaluation committee awarded those 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost

A Rs 120.00

B Rs 100.00

C Rs 110.00

Using the formula LEC/EC , where LEC stands for lowest evaluated cost and EC stand for evaluated cost, the committee gave them the following points for financial proposals:

A: $100/120 = 83$ points

B: $100/100 = 100$ points

C: $100/110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.80 + 83 \times 0.20 = 76.60$ points

Proposal B: $80 \times 0.80 + 100 \times 0.20 = 84.00$ points

Proposal C: $90 \times 0.80 + 91 \times 0.20 = 90.2$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 76.60 points: H3

Proposal B: 84 points: H2

Proposal C: 90.2 points: H1

Proposal C at the evaluated cost of Rs 110.00 was, therefore, declared as 1st choice for empanelment and recommended for negotiations to the competent authority. Proposal B is 2nd choice and Proposal A is 3rd choice.

UCO Bank reserves the right to empanel H1, or H1 and H2, or all (Max 5) at its sole discretion.

This process will be carried each reports to be pulled separately or combined together. Bank's decision in this regard will be final at its sole discretion.

11. OTHER TERMS:

Bank reserves the right to accept or reject any application/proposal without assigning any reason thereof. In case of doubt, decisions of the Technical Evaluation/ Selection Committee shall be final.

It may be noted that the Bank shall not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees as per the final price of the successful applicant at the time of Commercial bidding.

12. EMPANELMENT:

The Bank wishes to empanel the successful bidder in terms of this RFP Document for Business Information Report.

13. TECHNICAL PROPOSAL EVALUATION:

Applicants scoring less than 60 mark (cut-off score) out of 100 marks in the technical evaluation, shall not be considered for the selection process and will not be considered as qualified.

All proposals will be assessed based on the Technical proposal evaluation process. These weightage shall be taken into consideration for arriving at the shortlisted applicants for this RFP.

14. TERMS AND CONDITIONS

14.1 General Terms

The Applicants who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

14.2 Rules for Responding to this RFP.

All responses received after the due date/time as mentioned in **"CALENDAR OF EVENTS"** would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the firm to this RFP shall be binding on such firm for a period of 180 days from the last date of submission of responses.

All RFP responses would be deemed to be irrevocable offers/proposals from the firm and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Unsigned responses would be treated as incomplete and are liable to be rejected.

The responses once submitted cannot be withdrawn/ modified after the last date for submission of the responses unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 180 days from the last date of the submission of the responses, and there is a possibility to award the same within a short duration, the firm would have the choice to withdraw the response.

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

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

In case of discrepancy in soft copy and hard copy of the responses, the bidder agree that Bank will consider hard copy as final and it will be binding on the Organization. The Bank in this case may also reject the offer outright.

The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other

schedules as mentioned in the RFP circulated by the Bank. The bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

14.3 Others.

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. The Bank reserves the right to withdraw, cancel or postpone the RFP and subsequent process at any stage, without assigning any reason whatsoever and without any cost or compensation therefor.

Failure of the Bank to select a firm shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever and without any cost or compensation therefor.

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

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

The bidder represents that the RFP Response to be submitted shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank.

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

14.4 Other RFP Requirements

Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum/corrigendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.

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

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

Erasures & Alterations - All the corrections or alterations, if any, should be authenticated.

There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the services being offered. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable to the Bank. Offers not adhering to these guidelines may not be accepted by the Bank.

Right to Alter Scope - The Bank reserves the right to alter the requirements specified during the RFP stage. The Bank also reserves the right to add/ modify/ delete one or more specifications related to eligibility or technical requirements for the purpose of the RFP.

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

14.5 Cancellation of Tender Process

- UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason whatsoever and without any cost or compensation therefor to any of the participating bidder.

- The Bidder shall indemnify UCO Bank and keep indemnified against any lessor damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the Bidder in respect of the products supplied/services offered.

14.6 Contract Commitment.

The Bank intends that the contract commitment, which is contemplated herein with the successful Bidders, shall be for a period as defined by the Bank as per the specifications contained in this RFP as mentioned there at Section 7.

14.7 Non-Transferable Offer

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

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

14.8 Resolution of Disputes

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

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between General Manager (Risk Management Department) of UCO BANK and the Authorized Official of the selected bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either Party for arbitration within 15 days of the failure of negotiations.

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

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

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the Courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

14.9 Governing Laws& Jurisdiction of court:

This RFP and The subsequent Work Order/ Agreement shall be governed and construed and enforced in accordance with the laws of India, the Bank and the bidders, shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP and subsequent Agreement, only the courts in Kolkata shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

14.10 Notices and other Communication

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 sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

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

14.11 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 maybe, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

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

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination of contract for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

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

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

If the duration of delay continues beyond a period of one month, UCO Bank and the bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

Notwithstanding the above, the decision of UCO Bank shall be final and binding upon the bidder."

14.12 Assignment

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

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums/

Corrigendum published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected Bidder under this RFP.

14.13 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

14.14 Termination

UCO BANK reserves the right to cancel the work order or terminate the Agreement by giving Thirty (30) days' prior notice in writing and recover damages, costs and expenses etc., incurred by the Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the Agreement to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/Master Agreement and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) After award of the contract, if the selected bidder does not perform satisfactorily or delays in execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving 7 days' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.

- h) UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.
- i) The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

14.15 Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications, as may be, necessary to ensure an efficient transition and effective business continuity of the Service(s) which the 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 the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required.

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

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

14.16 Termination for Convenience

The Bank, by written notice for a period of thirty (30) days sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons and without any cost or compensation therefor. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of services under the Contract is terminated and the date upon which such termination becomes effective."

14.17 Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice **(thirty (30) days' notice period)** to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without 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.

14.18 Termination for Default

The Bank, without prejudice to any other remedy for breach of Contract, by giving thirty (30) days written notice of default to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.

14.19 Order Cancellation & Realisation of Penalty/Compensation.

The Bank reserves its right to cancel the Order/Agreement by giving thirty (30) days written notice before cancellation of the Order and realize penalty/compensation, in event of one or more of the following situations:

- The Successful/ Selected Bidder becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Successful/ Selected Bidder and such appointment continues for a period of seven (7) days;
- The Successful/ Selected Bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing between the parties.; or
- The Successful/ Selected Bidder become the subject of a court order for its winding up.

Further the UCO BANK reserves the right to cancel the empanelment of the Applicant and recover expenditure incurred by the Bank in the event of any of the defaults occur and the same is not rectified within 7 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case of:

1. The Applicant commits a breach of any of the terms and conditions of the Work Order.
2. The progress regarding execution of the Work Order, made by the Applicant is found to be unsatisfactory.
3. The Bank reserves its right to cancel the order if discrepancies/ violations are observed in the various reports provided to the Bank as per scope of work.

After the award of the Work Order, if the Applicant does not perform satisfactorily or delays execution of the Work Order, the Bank reserves the right to get the balance Work Order executed by another party of its choice by giving seven days' notice for the same. In such event, the Applicant is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the Work Order. This clause is applicable, if for any reason, the Work Order is cancelled.

14.20 Indemnity

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Master Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to full-fill obligations by the selected bidder or its employees/personnel.

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

The selected Bidder is required to furnish a separate Letter of Indemnity as per Bank's format in Bank's favour in this respect before or at the time of execution of the Master Agreement.

14.21 Violation of Terms.

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any

violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

14.22 OWNERSHIP AND RETENTION OF DOCUMENTS

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

14.23 Authorized Signatory.

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

14.24 Execution of a Service-Level Agreement/Non-Disclosure Agreement/Deed of Indemnity.

The successful Applicant shall execute

(a) Service Level Agreement (SLA), as the case may be which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and

(b) Non-Disclosure Agreement (NDA) (as per annexure – XIII). The costs and expenditure should be borne by the Applicant. The Applicant shall execute the prescribed

agreement within one month from the date of acceptance of work order. The Agreement/Non-Disclosure Agreement/Deed of Indemnity shall be executed by the authorized signatory of the successful Applicant.

14.25 Right to Reject Proposals.

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money.
- It is not properly or duly signed.
- It is received through email / fax.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

14.26 No Liability.

All employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall UCO BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the bidder.

UCO Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the bidder as part of this Agreement.

Under no circumstances UCO Bank shall be liable to the bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

14.27 Adherence to Standards.

The Applicant should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that it has complied with all required legal compliances and it also has the necessary permission and licenses to do the job as Consultancy Services.

The Applicant should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics while executing the assignment.

The applicant will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of contract if discrepancies/violations are observed.

UCO Bank reserves the right to:

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the requirements or any specifications related to eligibility or technicalities.
- j) No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

14.28 Non-Disclosure

By virtue of RFP process and subsequent Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per the following -

a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance.

c. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

d. That the bidder will strictly maintain the secrecy of Bank's data.

14.29 LIMITATION OF LIABILITY

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth in point no. 1 shall not apply with respect to:
 - a)** Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b)** Damages occasioned by the gross negligence or willful misconduct of Service Provider.
 - c)** Damages occasioned by Service Provider for breach of confidentiality obligations.
 - d)** Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

Note:

The definition of the terms "Gross Negligence" & "Willful Misconduct" is given hereunder:

"Gross Negligence" means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when

compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Wilful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.”

14.30 Adoption of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective 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 for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason.
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. 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.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. 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 the Integrity Pact is signed till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. The Integrity Pact shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure – IX** 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,
NaharAmrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com

Note: All pages of the Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with Risk Management Department undertaken procurement at the address mentioned along with RFP document.

14.31 Payment Terms

Payment to the applicant will be done within 30 days of submission of undisputed bills, subject to billings as per the accepted terms of the work order on receiving of reports. The billing will be done either centralised or decentralised as per sole discretion of the Bank. Bank will not pay any charges of the report which is not subscribed from the bidder.

14.32 Due Diligence

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

14.33 Corrupt and Fraudulent Practices

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

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

14.34 Notification

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

14.35 Compliance with all Applicable Laws

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

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

Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

All the employees/operator deployed by the Bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

14.36 Single Point of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

14.37 Confidentiality and Secrecy

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. The Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

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

- The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:
- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
 - To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.

The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of the UCO Bank.

The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against any misuse, loss, destruction, alterations or deletions thereof.

14.38 Conflict of Interest

The Bidder shall disclose to the BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

The successful Bidder is required to execute a Non-Disclosure Agreement to the Bank as per the Bank's format before or at the time of execution of the Master Contract.

14.39 Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

14.40 Publicity

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

14.41 Amendment(s) in the Agreement

There shall be no variation(s) in or modification(s) in the terms of the Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Bidder. The Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Agreement, if so required by Bank, sequel to any amendment(s)/

modification(s) etc., in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

14.42 Severability

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

**APPLICATION FORM FOR EMPANELMENT OF COMPANIES PROVIDING BUSINESS
INFORMATION REPORTS**

(RFP Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021)

1. GENERAL

Name of Company/Organisation	
Address of the Registered Office	
Telephone Numbers/ Fax No./ PAN No	
E- mail Address	
Particular of Administrative Office and Branches(Address with telephone, fax numbers etc should be given)	
Constitution (Copies of by-laws/Memorandum and Article of Association, as applicable should be enclosed)	Individual/Proprietorship Concern/Partnership firm/Private/ Public Limited Company/Co-Operative Society
Date of Registration/ Incorporation	
Date of commencement of Business	

2.BRIEF HISTORY

Brief particulars of the organization, indicating changes, if any , in the name, Constitution and Management	
Total Paid- Capital	

Particulars of Capital/ Shares held		
Name /Resident/Non - Resident	Address	% share Capital Held
Brief particulars of the activities, other than providing Business Reports		
Particulars of income during last 3 years		
i) Copies of Audited statements/Annual Reports of last Financial statements in the absence of Audited Accounts should be enclosed ii) Income Tax clearance Certificate (To be enclosed)		
Particulars of associations with foreign organizations, if any		

3.AREA OF SPECIALISATION:

For the services for which empanelment is sought.

4. LIST OF EMPANELLED BANKS:

Name & Address of the Bank/Financial institution	Date of Empanelment	Type of Reports provided	Number of Reports provided in a year (Approx)

5. PARTICULARS OF PROMOTERS/DIRECTORS:

Sr. No	Name & Designation	Age	Qualification	Industrial consultancy experience	Whether working as a partner/directors	Particulars of partnership/directorship with other organizations, if any

6. PARTICULARS OF PROFESSIONAL STAFF STRENGTH:

Sr. No	Name & Designation	Age	Qualification	Specialisation	Associated with the company since	Particulars of previous experience, if any

7. ADDITIONAL DETAILS ABOUT THE COMPANIES AND REPORT:

Additional details (not mentioned anywhere) about the companies and each report which will help Bank's Internal Evaluation Committee in evaluation of companies and reports. This can be given an annexure.

8. Sample Reports

Samples of each type of reports made available by them both domestic and overseas. A copy of sample reports should be made available in pre-bid meeting.

The information/data as furnished above by me/us are true and correct to the best of my /our knowledge and belief and i/we undertake to inform you of any changes therein, immediately. In case any of the information is found to be false or untrue or misleading or misrepresenting. I/we am/are aware that i/we may be held liable for it.

Date :

Authorised Signatory

RFP RESPONSE COVERING LETTER
(RFP Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021)

Date:

To,
 The General Manager,
 Risk Management Department,
 UCO Bank Head Office,
 10,BTMSarani, 1st Floor
 Kolkata - 700001

SUB: Response to your RFP: Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021

Empanelment of Business Information Companies (BICs)

Having examined and understood the instructions including all Annexures, Terms & Conditions forming part of the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP.

We also submit required information along with documentary evidence in following format:

Parameter	Response – Specify wherever relevant
Name of the Company and nature of business	
Holding company or Parent company(if any)	
Company address	
Details of Ownership	
Name of the Parent Company (If any)	
Year of commencement of business	
Name of all Directors	1.
(Applicant can add more records, if required)	2.
	3.

Name of the key person with contact details		
Annual Turnover and Net Profit (In INR)	Annual Turnover	Net Profit
Year 2017-18		
Year 2018-19		
Year 2019-20		
No. of employees working in:		
Major Change in Management in the last three years		
Certifications 1. With any Government /its agencies 2. With any other agency		
Name the Awards/ Accolades/ Recognition won		
Names of the Banks/ Organisations for which similar work had been undertaken		

We hereby undertake to participate in the RFP process and will provide our services if selected, as per the Work Order/ Agreement signed by the successful Applicants with the Bank.

We confirm that we have not made any changes in the templates provided by the Bank as part of the RFP process, except for filling in appropriate columns.

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

We also confirm that the offer shall remain valid for 6 months from the date of the offer.

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

We enclose Demand Draft for Rs.10,000/- (Rupees Ten Thousand Only) favouring UCO Bank and payable at Kolkata, towards application fees, details of the same is as under:

1. No:
2. Issuing Date:
3. Name of Issuing Bank:
4. Dated at _____ this _____ day of _____ 2021:

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Undertaking

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

(RFP Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021)

To,
The General Manager,
Risk Management Department,
UCO Bank Head Office,
10,BTM Sarani, 1st Floor
Kolkata - 700001

Dear Sir,

Sub: RFP for Empanelment of a Business Information Company.

Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to undertake the services in full conformity with the said tender document and in accordance with our proposal.

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
2. We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of six months from the last date for submission of tender document to the Bank.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
4. We have never been banned / barred/black-listed / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI / any regulatory /statutory authority in India or abroad and have never been any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI / RBI/ other regulatory bodies.

5. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.
7. We hereby covenant, warrant and confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums/ corrigendum and other documents including the changes made to the original RFP issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Dated thisby 2021

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:

Conformity Letter

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

(RFP Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021)

To,
The General Manager,
Risk Management Department,
UCO Bank Head Office,
10, BTM Sarani, 1stFloor
Kolkata – 700001

Madam/Sir,

Sub: RFP for Empanelment of a Business Information Company

Further to our proposal dated, in response to the Request for Proposal(REF: **Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021**) hereinafter referred to as "RFP") issued by UCO Bank ("Bank"), we hereby covenant, warrant and confirm as follows:

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

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:

Annexure V**Particulars in respect for Empanelment of a Business Information Company
(RFP Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021)**

S. No	Name of Company/i es	Balance sheet size / Turnover of the Company/ies during the period of contract (Rs. Crore)	Brief Details of scope of work	Name of Person in- charge from client side with contact no and email id	Period	
					From	To

Note: Client Certificate/ Contract with Client in support of the information above should be submitted

Signature

Name and Designation of the authorized signatory

(RFP Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021)

Describe your understanding of the scope of the assignment and each sub-component as demonstrated in response to the RFP.

AND

Describe your firms' proposed approach and methodology for the entire scope of work, broken down component-wise, tools, techniques, SOPs and best practices to be adopted in Implementation of Internal Financial Controls over Financial Reporting.

FORMAT FOR SENDING PRE- BID QUERIES**(RFP Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021)**

Sl no.	Page no. of RFP	Clause no.	Original RFP Clause	Bidder's Query
1				
2				
3				
4				
5				

Note: Pre-Bid queries should only be submitted at our email horm.calcutta@ucobank.co.in . No other mode of submission will be accepted.

Envelope 2

(To be submitted in a Sealed Envelope, superscribed as "COMMERCIAL PROPOSAL")

(RFP Ref. No. HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021)

Financial Proposal Submission form

(On bidder's Letter Head)

(Location, Date)

To _____

UCO Bank

Dear Sir

We, the undersigned, offer to undertake the assignment to empanelment of **Business Information Company** in accordance with your Request for Proposal dated **06th July 2021** and our Technical Proposal. Our attached Financial Proposals for undertaking the entire project, as per the scope defined in the RFP (No. **HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021**) is for the sum of:

Sl. No	Type of Reports	Volume Slab (Reports per month)	Price per enquiry
1.	Business Information Reports with Score		

We hereby confirm that the financial proposals are unconditional and we acknowledge that any conditions attached to financial proposal shall result in rejection of our financial proposals.

We confirm that Specific project deliverable as well as the payment schedule will be finalised with the successful advisory Firm based on the detailed methodology with mapping of activities, milestones, deliverables and team deployment.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till 180 days from the last date of submission of the proposal.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Entity:

Address:

PRE CONTRACT INTEGRITY PACT

(RFP. Ref: HO/RM/RFP/BIR/02/2022, Dated: 06.07.2021)

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

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

And

M/s_____ represented by_____ Authorized signatory, (which term, unless expressly indicated by the Agreement, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Services of pulling Business information reports.

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 The Banking companies (Acquisition & Transfer Act of 1970), as amended from time to time. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into Agreement for services of pulling Business information reports and the Bidder /Seller is one amongst several bidders /Proprietary Consultant /Customer Nominated Source/Licensors who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

4. Commitments of the Buyer

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

- (i)** No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a Agreement demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii)** The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer 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 Agreement execution.
- (iii)** The Buyer will exclude from the process all known prejudiced persons.

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

5. Commitments of the 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 Agreement 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 Buyer's employees involved in the tender process or the execution of the Agreement or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the Agreement.
- (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.

5.4 Agents / Agency Commission

The Bidder /Seller confirm and declare to the Buyer that the bidder/Seller is the original service provider and/or Services referred to in this tender / Offer / Agreement / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender /Agreement / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Agreement /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Agreement / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at Base Rate of SBI (State Bank of India) plus 2%. The Buyer will also have the right to recover any such amount from any Agreement / Purchase order concluded earlier or later with Buyer.

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 Agreement, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

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 behaviour) 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 Buyer 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 Agreements.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the Agreement, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies affected till date of termination would be made in normal course.

8.2 If the Buyer 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 Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

- 9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages in case of open tendering.
- 9.2** If the Buyer has terminated the Agreement according to Clause 8, or if the Buyer is entitled to terminate the Agreement according to Clause 8, the Buyer shall be entitled to en-cash the application fees (Non-refundable), if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Integrity Pact Duration.

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

14 Other Provisions

- 14.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

- 14.3** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 15.** This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 16.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 17.** The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

Place:

Date:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory

Witness:

(Name & Address)