

HO/CRM/2024-25/ 909 ,

Date: 11.09.2025

**Invitation Letter for Engagement of Agency for Specialized Monitoring (ASM) In Following Accounts:-**

1. M/s JBM Electric Vehicles Private Limited (JBMEVPL) of Flagship Corporate Branch (SOLID-1945), New Delhi.
2. M/s Evereday Industries India Limited (EIL) of Flagship Corporate Branch (SOLID-0002), Kolkata.
3. M/s Bansal Construction Works Pvt Ltd (BCWPL) of Malviyanagar Branch (SOLID-0479), Bhopal Zone.

The Bank is desirous of engaging the services of Agency for Specialized Monitoring (ASM) from IBA Empanelled Agencies in the following Borrowal Account:

**1. Name of the Borrower Account : M/s JBM Electric Vehicles Private Limited (JBMEVPL)**

**Regd. /Corporate Address:**

SL No.	Office/Projects/Unit Locations	Address
1.	Registered office address	601, Hemkunt Chambers, 89, Nehru Place, South Delhi-110019
2.	Total Exposure (FB + NFB)	760.00 Cr
3.	Line of Activity	Engaged in the business of design, manufacturing & assembling of Electric Buses used for public transportation
4.	UNIT	<p>1. <b>Corporate Office Address:</b> Plot No. 9 Institutional Area, Sector 44, Gurgaon, Haryana-122003</p> <p>2. <b>Factory Location:</b> 81 KM Milestone, Delhi- Agra Highway NH-2, Banchari, Hodal, Palwal, Haryana - 121106</p>

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UCO Bank, Credit Monitoring Department, Head Office, 5<sup>th</sup> Floor, 10, BTM Sarani, Kolkata - 700 001

Phone: 033 44557553, 033 44557543 E-mail: [hocradmncalcutta@ucobank.co.in](mailto:hocradmncalcutta@ucobank.co.in)

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**2. Name of the Borrower Account : M/s Evereday Industries India Limited (EIL)**

**Regd. /Corporate Address:**

SL No.	Office/Projects/Unit Locations	Address
1.	Registered Office	2, Rainey Park, Kolkata, West Bengal-700019
2.	<b>Total Exposure (FB + NFB)</b>	<b>842.38 Cr</b>
3.	<b>Line of Activity</b>	<b>Manufacturing and Distribution of dry cell and Rechargeable batteries, small home appliances and lighting Products.</b>
4.	Unit	<p><b>1. Kolkata (West Bengal)</b> P-4, Transport Depot Road, Kolkata-700088</p> <p><b>2. Noida (Uttar Pradesh)</b> B-1 &amp; B-2, Sector-80, Phase II, Noida, Gautam Budh nagar, U.P. 201305</p> <p><b>3. Haridwar (Uttarakhand)</b> Plot No.6, Sector 12, IIE SIDCUL, Haridwar-249403</p> <p><b>4. Lucknow (Uttar Pradesh)</b> The Eveready Flashlight Plant, Mill Road, Aishbagh, Lucknow-226004</p> <p><b>5. Goalpara (Assam)</b> IGC, Matia, Dist. Goalpara, Assam783101</p> <p><b>6. Maddur (Karnataka)</b> 7/1A, KIADB Industrial Area, Somanahalli, Dist. Mandya, Maddur-571428, Karnataka.</p> <p><b>7. Jammu (Jammu &amp; Kashmir)</b> Jammu Plant, SIDCO Industrial Complex Road/Street: EPIP, KARTHOLI, City/Town/Village: Jammu</p>

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Phone: 033 44557553, 033 44557543 E-mail: [hocradmn.calcutta@ucobank.co.in](mailto:hocradmn.calcutta@ucobank.co.in)  
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		District: Samba, State: Jammu and Kashmir Pin Code: 181133
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3. Name of the Borrower Account : M/s Bansal Construction Works Pvt Ltd (BCWPL)

Regd. /Corporate Address:

SL No.	Office/Projects/Unit Locations	Address
1.	Registered Office	15 <sup>th</sup> Floor, Bansal One, Plot No CW-2, Rani Kamalapati Railway Station, Shivaji Nagar Bhopal, Huzur Madhya Pradesh.
2.	Total Exposure	830.00 Cr
3.	Line of Activity	Construction of Roads, Bridges and other civil works.

- ❖ Scope of Work (as defined in Annexure 1)
- ❖ General Terms and conditions of Engagement (as defined in Annexure 2)
- ❖ The engagement process will be under a two Bid system (Technical Bid and Financial Bid).  
The assessment of engagement for ASM would be based on Technical Bid and Financial Bid wherein the weighted average combined final scores would be the deciding factor. 70% weightage will be given for the technical parameters in the Technical Bid Format (Annexure A) and 30% weightage will be given for the financial parameters in the Financial Bid Format (Annexure B).
- ❖ The cut off for Technical Bid would be 75% marks and above. Any Applicant/Bidder scoring less than 75% marks in Technical Bid would be declared as unsuccessful and the unopened Financial Bid would be returned at their Registered Office. The financial bid of all those bidders who qualify technical assessment would only be opened.
- ❖ Technical Scores will be arrived at treating the marks of the bidders scoring the highest marks in technical evaluation as 100. Financial Scores will be arrived at treating the lowest cost of all technically qualified bidders as 100. The final selection of ASM shall be based on the weighted average marks obtained in Technical Bid and Financial Bid. In

case of a tie up to two decimal places, then the agency obtaining higher score in Technical Bid would be declared as successful final bidder.

- ❖ The above mentioned selection process will be at sole discretion of UCO Bank. If for certain reasons, the ASM/Applicant/Bidder declines the assignment, next eligible Applicant may be selected.
- ❖ In case the successful Applicant is not willing/not in a position to provide the services to the Bank due to any reasons and refuses the engagement, the Bank would be at liberty to call upon the next eligible Applicant to provide the desired services at the same financial cost quoted by the successful Applicant or the financial cost quoted by next eligible Applicant, whichever is lower.
- ❖ Firm/Company should quote the fee in financial Bid in line with IBA guidelines.

The Technical Bid (**Annexure A**) and Financial Bid (**Annexure B**) should be in **two different sealed envelopes** clearly mentioning the type of Bid. The envelope/cover containing Technical and Financial Bid (**in hard copy**) shall **super scribed (in bold letters)** "**EXPRESSION OF INTEREST TO ACT AS AN ASM in the Account** \_\_\_\_\_" and duly filled offer complete in all respect along with relevant documents/brief Profile/Testimonials/Certificates in sealed cover to be submitted as the following Address:

**Deputy General Manager**

**UCO Bank**

**Head Office, Credit Monitoring Department**

**5<sup>th</sup> Floor, 10 BTM Sarani**

**Kolkata – 700001.**

**\*\*Note\*\*:-** Financial and Technical Bid sealed envelopes should be submitted by the firm/company separately for each accounts (for example if any company/firm wants to apply for all Three (3) accounts they have to submit sealed envelope of Technical Bid & Financial Bid for Three (3) account separately)



The Bidder/ASM Applicant has to sign along with stamp on each and every stage of the Bid/Application. **The last date for submission (reach to us) of the TECHNICAL BID as well as FINANCIAL BID is 10.10.2025 by post only.** The Bank may at its discretion extend the date/time submission of the application and such decision shall be final.

**For any other details/clarification regarding the process, please contact:**

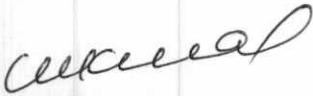
**Name :** Mr Amit Kumar Adak

**Designation :** Asst. General Manager

**Department :** Credit Monitoring Department, Head Office

**Contact :** 9752594885

**E-mail :** [hocradmncalcutta@ucobank.co.in](mailto:hocradmncalcutta@ucobank.co.in)



**Manish Kumar**

**General Manager**



Enclo :

1. **Annexure 1** – Scope of work
2. **Annexure 2** - General Terms and conditions of Engagement
3. **Annexure 3** – Non-Disclosure Agreement
4. **Annexure A** - Technical Bid Format
5. **Annexure B** - Financial Bid Format



**Annexure – 2**

**General Terms And Conditions**

These General Terms and Conditions form an integral part of the engagement letter (the "Engagement Letter")

**1. Eligibility**

Applications are invited for the engagement of Agency for Specialized Monitoring (herein after to be referred to as "ASM") from the list of Indian Banks' Association (IBA) Empanelled list for Specialised Monitoring.

**2. Tenure of engagement**

- The tenure of engagement of ASM will be for a period of three years subject to annual review. However, the tenure may vary for a shorter period say 3 months to a maximum up to the period of achievement of Date of Commencement of Commercial Operation (DCCO) in case of project loans, as approved by the Lenders in the consortium.
- The annual review will be carried out at the end of every financial year.
- In certain accounts, depending upon the requirement, the services of the ASM may be utilized at multiple intervals, as per the mutual consent of the participating lenders within the ambit of 3 years tenure.

**3. Fee structure**

The fee will be in the range of minimum of Rs.5 lakhs and a Maximum of 0.05 % per annum of the total exposure/limit (for consortium banking/sole/multiple banking) whichever is higher in line with the advisory issued by IBA, in this regard. Fees approved by the consortium would be the final. Distribution of fees to be paid will be in the same ratio as of the exposure in the consortium. The payment of fee (all inclusive) should be linked to submission of report by ASM and GST as applicable.



#### 4. Review of performance:

The performance of the ASM is to be reviewed on annual basis and at the end of every financial year on the following:

- a) Quality of report / observations of an ASM
- b) Compliance with the scope of work allotted
- c) Adherence to timelines etc.

#### 5. Expectations:

In a broader perspective, ASM is expected to monitor the account /progress /activity as mentioned below:

- On site as well as off- site monitoring of the business/ project, account and analyze, evaluate and monitor the borrowal account/ project financially as well as technically.
- Look into/ track other aspects like Government notifications which may have material impact on borrowal company/industry/sector, all approvals and clearances, price escalation in capital items or raw materials etc.
- Extent of involvement of promoters/top management of the company in day to day operations/decision making as well as strategic decision making and evaluation of the same.
- Conduct root cause analysis of the incipient sickness/stress in the borrowal account and suggest remedial measure to Branch.
- To take the concern area from Bank as well as promoter and suggest remedial measure during the term of engagement.

**\*The above expectations are just illustrative and not exhaustive.**

#### 6. Reporting:

- The reporting as per the format enclosed as Annexure – V (**Part A, B & C**) are to be made on quarterly basis within 15th of successive Month of every quarter. If the reports are not submitted even within 30 days of such due date, penalty to be levied at 5% of ASM fees unless and otherwise a valid acceptable reason is





provided. If the reports are not submitted even within 45 days of such due date, penalty to be levied at 10% of ASM fees unless and otherwise a valid acceptable reason is provided. If report is not submitted within one quarter, then no fees is to be paid to ASM Auditor and it is to be substituted by giving due notice.

- However, on case to case basis, periodicity may be decided based upon type, nature of finance and status of borrowal account in term of stress/criticality.
- ASM shall submit original report (signed copy) to the concern Branch and also send soft copy of the same to Credit Monitoring Department Head Office and concerned Zonal Office (in case of branch other than FCC) through designated e- mail id.

#### 7. Termination:

- In the event of any adverse report / observations on the performance of the ASM, Bank can terminate the assignment before the completion of three years by giving due notice to ASM. However, opportunity will be given to the ASM to submit their response in writing within 7 days from the receipt of notice. Final decision in this regard would be at sole discretion of the Bank.
- While terminating the services of ASM, proportionate share of fees shall be paid for the work executed by the ASM.

#### 8. Blacklisting:

Bank reserves the right to blacklist the ASM if it finds that there is misreporting/non-compliance of terms and conditions of the Bank on the part of ASM and the same shall be reported to Indian Banks' Association (IBA).

The Bank, if deems fit on account of gaps / incomplete information, may give a chance of hearing to the concerned ASM and after the hearing, the decision of the Bank shall be final.

#### 9. Others:

- i. The ASM will perform the services in accordance with the applicable standards of professional conduct.
- ii. The ASM shall provide the services to the Bank as an independent entity.







- iii. The ASM should have on site presence at any place of business(s) of the borrowal account.
- iii. ASM shall give specific declaration that they have not been associated with the Company/Firm in the past for loan syndication/LIE/TEV/Statutory Audit/Consultancy in the last five financial years. ASM will also undertake not to engage with the borrower's company/Firm in any capacity during the course of engagement as ASM.
- iv. The ASM proposed to be engaged will be required to execute a Confidentiality and Non- Disclosure Agreement (**Annexure III**) before taking up the assignment.





**Annexure-1**

**Indicative Scope of Work**

The broad scope of work for the ASM as per Bank's extant guidelines, in carrying out a clean and effective monitoring of account is as under:

**In case of Working Capital:**

- ❖ Monitor the purchases/invoices of the company (about quantum and reasonableness of the rates) for procurement of raw material/spares/transportation of raw material etc. on daily/weekly basis and compare vis-à-vis monthly operation budget submitted by the company. Periodicity would be decided by consortium.
- ❖ Review of inventory buildup (including trade receivable and advances to the company) for operation of the units commensurate with fund released.
- ❖ Monitor the actual operation (production/supplies etc.) vis-à-vis projections.
- ❖ Verification of high value transaction/payment as regards beneficiary and purpose.
- ❖ Assessment of financial information that has been and that will be provided by the company to its lenders including information related to its short term and long term cash flows.
- ❖ Identify key issues and submit the report along with the suggestion with regard to smooth operation of the project.
- ❖ Additional verification of evidence of end use of facilities to company and its utilization as per the conditions laid down by the consortium of lenders.
- ❖ Inspection/verification of stocks/book debts and submission of monthly report(or as stipulated by lenders) about the inventory/receivables position of the company including slow moving inventory if any, to arrive at correct drawing power to the company.
- ❖ Submission of reports at regular intervals (as stipulated by member banks) on "Temporary/long term/unscheduled closure of manufacture facilities", "Any untoward incident or suspicious business or unrelated activity and "Non-cooperation from borrower to provide general information".
- ❖ Verify source of margin towards working capital/LC/BG.



- ❖ Verify to ascertain quality of Book Debt, their appropriateness, age wise classification and eligible Book Debts for Drawing Power. Verify substantial sales returns entries) in books of the Company and existence of any reciprocal receivables to be scrutinized.
- ❖ Verify genuineness of suppliers/debtors (including overseas) in addition to transaction involving merchant trade /high sea sales and invoice discounting under trade finance at overseas branches.
- ❖ Information /data as per monthly Stock Statement /MSOD /QPR to be reconciled with account operation and published financials.
- ❖ In case of consortium lending, ASM will monitor status of borrowing with member banks, conduct of accounts, business sharing etc.
- ❖ Confirmation on availability of adequate insurance for the securities/stocks/assets with Bank clause noted.
- ❖ Perform such other services as requested by the lenders and mutually agreed to by the party and lenders.

**In case of Term Loan (Project Monitoring):**

ASMs for large accounts should be engaged in order to ensure proper monitoring of project implementation and utilization of funds, the scope of work will broadly include the following:

- ❖ Conduct physical inspection of the project at regular intervals or deploy official at the project site for continuous monitoring, document reviews and monitoring of progress reports on continuous basis especially vis-à-vis original timelines to avoid sudden shocks of overrun.
- ❖ Determine progress and appropriateness of related transactions (e.g. payments made to contractors and sub-contractors, vendors, orders placed and commercial terms thereof.
- ❖ Deviations in project progress vis-à-vis timelines and amount disbursed. High value payment/dues to be clearly monitored to ensure proper utilization.
- ❖ Periodical review of invoices and submission of exception report to the consortium.



- ❖ Fortnightly review of production/supplies(quantities of work certified) vis-à-vis inventory consumption records and cash flow to contractor, sub-contractors and vendors, wastages, extent of rework and quality non conformities raised by company and highlight exceptions. A single review report will be released each fortnight for invoices raised and inventory consumed in that period.
- ❖ Verification of approval/clearance/compliances in the project.
- ❖ Analysis of government letters/instructions/audit report/independent Engineer's report/insurance/reports submitted to government.
- ❖ Sources of capital fund infusion/Term Borrowing/any other borrowing.
- ❖ Physical progress of project vis-à-vis fund infusion.
- ❖ Perform such other services as requested by the lenders and mutually agreed to by the party and lenders.
- ❖ Offer suggestions, if any, for improving the project management practices.
- ❖ Perform such other services as requested by the Bank/ Lenders and mutually agreed to by the Company and the Lenders.

#### General Parameters for Monitoring:

The general parameters that need to be looked into by the ASMs will be as under:

#### A. Cash Inflow Monitoring:

- i. Source of cash inflow based on estimates/projections.
- ii. Source of unsecured loan/Non-Convertible debenture (NCD), its tenor and rate of interest, if any/sale of fixed assets/investments, interest/dividend received from investment.
- iii. Profit ploughed back and any windfall/exceptional cash inflow e.g. profit from sale of fixed assets, tax refunds etc.
- iv. Source of margin, whether it is through borrowing or through capital infusion and is brought as per sanction stipulation.
- v. Monitoring of the payment transactions to/realization from the group companies.

#### B. Cash Outflow Monitoring :





- i. Utilization in inventory buildup/acquisition of fixed assets/purchase-invoices of the company (about quantum and reasonableness of rates) for procurement of raw material /spares/transportation of raw material etc. on daily/weekly basis and compare vis-à-vis monthly operation budget submitted by the company.
- ii. Utilization in creditor repayment/repayment of term borrowing/loans and advances to other firms.
- iii. Capital drawings, if any/interest/dividend payout/redemption of debentures, if any/shares buy back, if any.
- iv. Inter corporate transactions and/or related party transactions.
- v. Timely and full payment of Government/statutory due/analysis of any other kind of outflow, if observed.

**C. Fund Flow Analysis :**

Highlight on diversion of short term funds in long term uses.

**D. Non- Cash Parameter :**

- i. Keep watch in industry specific prevailing trends, critical charges, Government policies and precautionary/mitigation measures, sustainability/sensitivity in Products/Business.
- ii. High value vendor due diligence, market values vis-à-vis invoice price.
- iii. Technological obsolescence and substitution measures.
- iv. Report on any litigation, court cases including asset classification of associate concerns.
- v. Changes in Shareholding pattern/ voting rights.
- vi. Any contract entered into which is unrelated to business.
- vii. Implication of any rearrangement viz., carve out, merger, demerger etc.
- viii. Leveraging of single equity in multiple companies.

**E. Other Parameters:**

- i. Verify transactions involving substantial amount which are not of regular nature.







- ii. Advise the Bank for monitoring based on publicly available information from various sources for Initiating corrective Steps to safeguard the exposure.
- iii. Any alienation /disposal of securities.
- iv. Verification of end use of funds deployed outside the country in respect of borrowing by offshore companies of parent entity.

The above list is only indicative and Bank reserves the right to include any other post monitoring activity as scope of work to be assigned and account specific monitoring activity, if any.





**ANNEXURE - 3**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is entered into on this .....day of ....., 20.....

**BETWEEN**

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its permitted assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

**AND**

**Vendor name** (company number: \_\_\_\_\_) a company incorporated under Companies Act 1956/ Companies Act 2013, having its Registered Office at \_\_\_\_\_, India, represented by \_\_\_\_\_ (name & designation of the competent authority) hereinafter referred to as "**the Vendor**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) **of the SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

**WHEREAS** the Vendor/Receiving Party is engaged vide a .....on ..... with the Bank ..... as per the terms and conditions specified in the ....., Pre-Bid Query, Addendum/ Corrigendum.

**WHEREAS** Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and





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UCO BANK  
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**WHEREAS** the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and **WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

**NOW THEREFORE** the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

**1. Confidential Information.** "Confidential Information" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

**2. Use of Confidential Information.** The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.



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**3. Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for the entire contract period as mentioned in the para 2 of Annexure-4 from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

- a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and
- b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.
- c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

**4. Exclusions.** The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know-how, whether or not designated as confidential, that:

- a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
- b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- c) is rightfully received from a third Party without restriction and without breach of this Agreement;







- d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- f) is approved for release by written authorization of the Disclosing Party; or
- g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made all reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued

**5. Return of Confidential Information.** All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

**6. Ownership of Information.** The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

**7. No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

**8. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all







Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within **60 days** from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

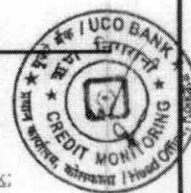
**9. Arbitration & Equitable Relief.**

**(a) Arbitration.** The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

**(b) Equitable Remedies.** The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

**(c) Legal Expenses.** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each





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Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

**10. Indemnification.** The receiving party shall indemnify the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this agreement by the receiving party, or its servants or agents to perform any aspect of its obligations forming part of the subject of this agreement.

**11. Term.** This Agreement may be terminated in the event of the following (1) the termination of the discussions and negotiation between the parties concerning the purpose; or (2) on the signing of a definitive agreement between the parties relating to the purpose provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for the contract period as mentioned in the para 2 of Annexure-4 from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

**12. No Formal Business Obligations.** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party.

**13. General Provisions.**

**(a) Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India.

**(b) Severability.** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

**(c) Successors and Assigns.** This Agreement will be binding upon the permitted successors and/or assigns of the Parties, provided however that neither Party shall

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UCO Bank, Credit Monitoring Department, Head Office, 5<sup>th</sup> Floor, 10, BTM Sarani, Kolkata - 700 001

Phone: 033 44557553, 033 44557543 E-mail: [hocradmn.colcutta@ucobank.co.in](mailto:hocradmn.colcutta@ucobank.co.in)

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assign its rights or duties under this Agreement without the prior written consent of the other Party.

**(d) Headings.** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

**(e) Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

**(g)** All obligations in respect of maintaining the Confidentiality of the Information provided hereinabove shall survive notwithstanding the termination/expiry of this Agreement.

Two original sets of Non-Disclosure Agreements are executed and retained by either parties, Bank and M/s ..... The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

**For and on behalf of**

**UCO Bank**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**for and on behalf of**

**Vendor Name**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



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Annexure-A

Empanelment /Appointment of Agency for Specialized Monitoring (ASM)

TECHNICAL BID

A. General Parameters:

- 1) Name of ASM: \_\_\_\_\_
- 2) Name of Account for which application is submitted: \_\_\_\_\_
- 3) Registration No. (if any by IBA/other agency): \_\_\_\_\_
- 4) Constitution: \_\_\_\_\_
- 5) GST No.: \_\_\_\_\_
- 6) Date of incorporation/establishment: \_\_\_\_\_
- 7) Address (Address of all locations/offices/branches of the ASM to be given):  
\_\_\_\_\_
- 8) Contact Number(s): \_\_\_\_\_
- 9) E-mail ID(s): \_\_\_\_\_
- 10) Website: \_\_\_\_\_
- 11) Whether blacklisted by any Financial Institute/ other organization/ any Government Department till the date of application. (The Firms, Companies and Organizations should furnish self-attested affidavit in this regard): \_\_\_\_\_
- 12) Details of Director(s)/ Partner(s)/Authorized Person(s): \_\_\_\_\_
- 13) Details of Key Personnel/ Employees in the firm(profiles of each to be attached): \_\_\_\_\_
- 14) Name of Key Personnel/Employees in the firm who would be working on the project/account under the application:  
\_\_\_\_\_
- 15) Whether the ASM or any of its Directors/Employees is/was/are hired in any form by the borrower for which the ASM is desired (like Consultant, Engineer, Auditor etc.)? (Details to be given): \_\_\_\_\_





- 16) Whether the ASM or any of its Directors/Employees are/is related in any manner to the borrower for which the ASM is desired? (Details to be given): \_\_\_\_\_
- 17) Whether the ASM or any of its Directors/Employees have ever dealt with the borrower for which the ASM is desired in any manner including debt syndication (Details to be given): \_\_\_\_\_
- 18) Firm/Director(s)/Partner(s)/Promoter(s)/Proprietor(s)/Key Employees involved/charged in tax/regulatory violation if any? (Details to be given): \_\_\_\_\_
- 19) Firm/Director(s)/Partner(s)/Promoter(s)/Proprietor(s)/Key Employees involved/charged in litigation if any? (Details to be given): \_\_\_\_\_

**Technical Parameters:**

S.N.	Criteria	Info. (Mention Here Annexure Name and attached the annexure along with)****	Max Marks	Marks Scored
1	Number of ongoing/completed assignments (ASM and/or similar) ✓ 5 Accounts or more: 10 marks ✓ 2-4 Accounts: 6 marks ✓ 1 Account: 2 marks		10	
2	Turnover of the major ASM and/or Similar assignment for an account handled/being handled by the ASM if any presently/ so far (Give brief write up and a summary of the report without hurting the Non-Disclosure Agreement).  (Bank reserves the right to take an opinion from the assignor concerned on the		10	







	<p>satisfaction level from the assignment)</p> <p>✓ Turnover more than 2000 crore:</p> <p>1 assignment: 5 marks</p> <p>2 or more assignment: 10 marks</p> <p>✓ Turnover more than 1000 crore:</p> <p>1 assignment: 3 marks</p> <p>2 or more assignment: 5 marks</p> <p>✓ Turnover more than 500 crore:</p> <p>1 assignment: 1 marks</p> <p>2 or more assignment: 2 marks</p> <p>In case an ASM applicant has undertaken ASM and/or similar assignments under all/any of the three different slabs above, the marks obtained in each slab can be added subject to a maximum of 10 marks.</p>			
3	<p>Credit facility of the borrower in the major ASM and/or similar assignment for an account handled/being handled by the ASM if any presently/ so far ( Brief write up and a summary of the report without hurting the Non- Disclosure Agreement to be given ).</p> <p>( Bank reserves the right to take an opinion from the assigner concerned on the satisfaction level from the assignment )</p> <p>✓ Credit Facilities more than 500 cr: 10 Marks.</p> <p>✓ Credit Facilities more than 250 cr up to 500 cr: 5 Marks</p> <p>✓ Credit Facilities more than 100 cr up to 250 cr: 2 Marks</p>		10	
4	<p>Have worked as ASM and/or on a similar assignment satisfactorily in:</p> <p>✓ Similar Industry*; Similar (Equal/Bigger as</p>		10	

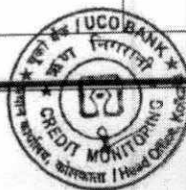




	<p>per Turnover*) Size: 10 Marks</p> <p>✓ Similar Industry*: Smaller (as per Turnover*) Size: 8 Marks</p> <p>✓ Different Industry*: Similar (Equal/Bigger as per Turnover*) Size: 6 Marks</p> <p>✓ Different Industry*: Smaller (as per Turnover*) Size: 0 Marks</p> <p>* Industry and Turnover as of the account under consideration for engagement vis-à-vis that of the completed/on hand assignment——(as mentioned above in point S.N. 2)</p>			
5	<p>Quality of service in the past/present ASM and/or similar assignment(s) (copies of testimonials from the principals to be provided) and also the adequacy of the capability presented during the technical evaluation:</p> <p>✓ Quality of Service: 1 to 8 Marks</p> <p>✓ Capability exhibited during the presentation: 1 to 12 Marks</p>		20	
6	<p>Number of Chartered Accountant(s) in the firm as Employee(s)/ Director(s)/ Promoter(s)/Partner(s) who would be deployed on this project/assignment.</p> <p>✓ 3 or more: 5 Marks</p> <p>✓ 1-2 : 2 Marks</p> <p>✓ None: 0 Marks</p>		5	
7	<p>Number of Industry Expert(s) [ Only the same industry as that of the account under consideration would be eligible]</p> <p>[Minimum 5 years post qualification experience only will count] in the firm as Employee(s)/Director(s)/Promoter(s)/Partner(s).</p>		7	



	<p>(Profile of each to be submitted)</p> <p>✓ 3 or more : 7 Marks</p> <p>✓ 1- 2 : 4 Marks</p> <p>✓ None : 0 Marks</p>			
8	<p>Number of Industry Expert(s) [ Only the same industry as that of the account under consideration would be eligible]</p> <p>[Minimum 5 years post qualification experience only will count] in the firm as Employee(s)/Director(s)/Promoter(s)/Partner(s) who would be working on this project/assignment.</p> <p>✓ 2 or more : 7 Marks</p> <p>✓ 1 : 4 Marks</p> <p>✓ None : 0 Marks</p>		7	
9	<p>Number of Project Management Expert(s)* [ only the professionally qualified PMP be mentioned if any ]</p> <p>(Minimum 5 years post qualification experience only will count) in the firm as Employee(s)/Director(s)/Promoter(s)/Partner(s) who would be working on this project/assignment.</p> <p>✓ 2 or more : 6 Marks</p> <p>✓ 1 : 3 Marks</p> <p>✓ None : 0 Marks</p> <p>* If the borrower/entity is not having any project involved therein, the same may be changed as under:</p> <p>Number of Cost Accountant(s) [only the professionally qualified from ICAI be mentioned if any] (Minimum 5 years post qualification experience only will count) in the firm as Employee(s)/Director(s)/Promoter(s)/Partn</p>		6	





	er(s) who would be working on this project/assignment. ✓ 2 or more : 6 Marks ✓ 1 : 3 Marks ✓ None : 0 Marks			
10	Number of IT Professional(s)* [ Having minimum 3 years post qualification experience in IT Security/ Surveillance/ Data Analytics/ any other related field (profile to be specified) in the firm as Employee(s)/Director(s)/Promoter(s)/Partner(s) [profile of each to be submitted] ✓ 5 or more : 5 Marks ✓ 3 – 4 : 4 Marks ✓ Less than 3 : 3 Marks * In case the borrower/entity is facing any legal issue/regulatory issue/taxation related issues, then the IT professional(s) can be changed to Company Secretary/Legal Professional as per the scope of work.		5	
11	Whether the ASM applicant has an office/setup in the city of office/unit/factory/etc. of the borrowal account to be offered to ASM. ✓ Yes : 10 Marks ✓ No : 0 Marks		10	
TOTAL			100	

**(\*\*\*\*Details/supporting documents (Annexures) with respect to each column to be submitted by the firm otherwise it will be treated as details not provided and "0" marks will be awarded):**

\* Minimum cut off for opening of price bid is 75% marks. Application having below 75% marks would be rejected.







**Declaration**

I/ We hereby confirm and declare that the information given herein above is true and correct to the best of my knowledge and belief. I/We hereby express my/our interest to act as ASM, if empanelled/ entrusted by the Bank in the borrowal account \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized signatory\*/Partner(s)/Proprietor/Promoter)

(\* Duly supported by authority letter from all/others including a board resolution if applicable)

Date:

Place:







Annexure-B

<b>Financial Bid</b>
----------------------

(Please submit details/supporting documents in respect of each claim)

Name of the Firm:
Financial Bid for the Account:
Period/Tenure for Engagement:

With reference to above, we wish to submit our request/application for appointment/empanelment as ASM in the account stated above and quote the following remuneration/compensation structure:

SL.N o.	Item	Amount
1	Professional fees* (for the tenure as mentioned above)	
2	Professional fees* (on per month basis in case of an extension)	

\* Lump sum fee to be mentioned and not as a percentage of the value of account.

(a) GST on all expenses/fee is to be paid by the bank and the fee quoted in SL. No. 1 and /or SL. No. 2 would be exclusive of GST (The professional fees would be considered exclusive of GST while evaluating the bids).

(b) All other charges whether reasonable are to be paid on actual basis.

© Before the incurring any major expenses, permission from Branch Head of the concerned branch is to be obtained.

I/We understand that the final selection of ASM shall be based on the Weighted Average Combined Final Scores obtained in Technical Bid and Financial Bid. The weights to be assigned are 70% for Technical Bid and 30% of Financial Bid. The weighted average would then be calculated from the marks obtained in technical and financial bids as per the formula mentioned in the communication seeking submission of Bids.

(Signature of Authorized Signatory/Partner(s)/Proprietor/Promoter)

Date:

Place:

