RFP for "SELECTION OF INTERNATIONAL LEGAL COUNSEL FOR THE PROPOSED INTERNATIONAL USD BONDS ISSUANCE UNDER MEDIUM TERM NOTE PROGRAMME (MTN)"

UCO BANK

UCO BANK, IFSC Banking Unit No 13S, 13th floor South Side, IFSCA HQ Building, Block 12, Zone 1, Road -1A, Gift City Gandhinagar, Gujarat 382050

RFP Ref. No: GIFTIBU/2/2026-27 Date: 09/09/2026

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Bid Control Sheet

Tender Reference	**RFP Ref. No: GIFTIBU/2/2026-27 Date: 09/09/2026**
Brief Description of the RFP	SELECTION OF INTERNATIONAL LEGAL COUNSEL FOR THE PROPOSED INTERNATIONAL USD BONDS ISSUANCE UNDER MEDIUM TERM NOTE PROGRAMME (MTN)
Date of issue of RFP	09/09/2026
Pre-Bid queries submission Date	On or before 15/09/2026 05:00 PM IST
Queries to be mailed to	uco.mtn@uco.bank.in and ibugift@uco.bank.in
Last date of replying to queries	17/09/2026
Bid submission procedure	1. Three separate emails (Password protected) each for Eligibility certificates, Technical Bid and Financial Bid. 2. Alternatively, Three sealed envelopes viz. Eligibility certificates, Technical Bid and Financial Bid. Above three sealed envelopes will be inserted in single sealed Master Envelope.
Date and Time of Presentation	22/09/2026 upto 05:00 PM IST
Last Date and Time for Submission of the Technical and Financial Proposal	23/09/2026 05:00 PM IST
Date and Time of Opening of the Technical Proposals	24/09/2026 05:00 PM IST
Date and Time of Opening of the Financial Proposals	24/09/2026 05:00 PM IST
Date of Finalisation of Bidders	25/09/2026
Website for Online RFP	https://www.uco.bank.in/
Address of Communication	General Manager UCO BANK, International Banking Department, 6th Floor, UCO BANK HEAD OFFICE, 10 BTM SARANI Kolkata – 700001
Email address	uco.mtn@uco.bank.in and ibugift@uco.bank.in
Contact Telephone (Bank Side)	Tel: 033-22341551
Note: UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers.	

1. Background

IFSC Banking Unit (IBU) of UCO Bank commenced its operations on 05th August 2026 and since then it has been catering to the global banking requirements of the Corporates and business units situated in India and abroad, having the advantage of both being situated in India providing benefit of the time zone window for its counterparts located globally with competitive pricing and quick processing time from experienced personnel.

The Regulator, International Financial Services Centre Authority (IFSCA) is operating as a unified regulator covering all areas of banking, insurance, capital market activities and fund management.

UCO Bank has decided to raise USD resources through MTN Bond Programme by preparing the Offering Circular(OC) through its IFSC Banking Unit and for which International Legal Counsels would be engaged in floating the issue.

The legal counsels will be expected to provide comprehensive legal advice, conduct due diligence, draft and review the necessary documentation to facilitate a successful preparation of the Offering circular of the Bank’s MTN Programme.

This RFP is not an offer but an invitation for response to the scope of work as contained in this RFP. No contractual obligation on behalf of UCO Bank IBU whatsoever shall arise from this RFP unless and until formal engagement/ appointment is conveyed in writing by duly authorized officers of UCO Bank, IBU.

As per 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.

2. Eligibility of the firm

The legal counsels have to provide required documents for KYC and due diligence up to the satisfaction of Bank. This eligibility is considered by way of experience details, regulatory actions, litigation history if any, sanction screening observations conducted by the Bank, AML/CFT compliance etc. as applicable.

Declaration signed by the authorized signatory on Bidder's letter head to be submitted for the same along with the bid to this RFP.

3. ***Scope of work:***

Bank proposes to engage the services of an International legal counsels having extensive experience in International Securities Law, particularly in the issuance and update of MTN with expertise in handling the procedural aspects within the relevant Regulatory framework to prepare and process the execution documents for Preparing the Offering Circular of MTN Programme through IBU in line with the International market practices.

Scope of Work of Legal Counsels for Preparing Offering Circular of MTN Programme:

SL No	Scope of Work
1.	Preparing the Offering Circular under Regulation S in respect of Bank's MTN Programme
2.	Drafting and negotiating Restated Programme Contractual Documentation and Signing Agenda on behalf of the Dealers.
3.	Participating in the Due Diligence Conference Call
4.	Liaising with Indian Legal Counsels on compliance with Local Law requirements in relation to the update.
5.	Providing English Law opinion, guidance and applicability
6.	Reviewing and negotiating the Comfort Letter of the Auditors
7.	Acting as Trustee's Counsels
8.	Coordinating with the Stock Exchange for the Listing Process
9.	Preparing of Offering circular as per latest guidelines for all Financial and Non-Financial developments of the Bank.

Any and all works, services, or obligations that are connected with, related to, or incidental to the primary scope of work detailed above, or which are reasonably required for the successful completion and fulfillment of the purpose of this RFP, shall be deemed to be strictly covered under the Scope of Work.

The key assumptions as per International market norms for which the consent from engaged Legal Counsels is required to be obtained is as follows:

4. Underlying Assumptions for Preparing MTN Programme:

SL No	Assumptions
1.	The timeline for establishment & engagement, conclusion of the programme from commencement of work by counsels. (Should be consistent with market practice, legal counsels will not be required to advise on subsequent drawdowns.)
2.	As sole international counsels, the legal counsels will draft all documentation, comprising an information memorandum, programme agreement, deed of covenant and agency agreement (all of which will be governed by English law).
3.	Due diligence will be limited to a call (no physical visit) with management, covering issues relating to compliance only, no documentary or financial DD will be required, auditor arrangement and comfort letters will be provided.
4.	The commercial terms of the programme documents will be as per the Bank's discretion. However, once the documentation has commenced, there will be no significant changes to the structure or parties acceptable under the Programme.
5.	The programme will be structured to provide for the issuance of MTN instruments under Regulation S of the U.S. Securities Act of 1933, as amended, only, no offering or sale under Rule 144A is contemplated, on a senior unsecured basis only.
6.	The MTN are required to be listed on recognised Exchange Houses (GIFT) and will clearing done through Euroclear / Clearstream.
7.	Bank to seek Independent Regulatory advice by Indian Counsels if so required by the Bank.
8.	Opinion of Enforceability in English law on the MTN programmes documents.

Last date for submission of proposal is 23rd September 2026(05:00 PM IST)

The bid should be submitted over letter / e-mail (uco.mtn@uco.bank.in and ibugift@uco.bank.in) through email ids or letters of the legal counsels firm.

5. <u>Evaluation:</u>

I. ***Technical Proposal Evaluation***

The Technical Proposal to be submitted by International Legal Counsels are expected to be in detail as indicated in the sections detailed under the table **Technical Proposal Evaluation Criteria**. The weightage for evaluation of the legal counsels in respect to each criterion has been indicated against each Section. The Technical evaluation will be done on the weightage of 100.

A presentation before the selection committee of the Bank to be made by the proposal-submitting legal counsels on the understanding of the work, key challenges, approach to be adopted, time frame for execution and the proposed team member/s. The technical capabilities and competence of the legal counsels should be clearly reflected in the presentation.

Based on the details submitted by the legal counsels in the Technical Proposal and the presentation made by them before the Selection Committee of the Bank, the Technical Evaluation of the eligible legal counsels will be carried out as furnished below:

II. ***Table: Technical Proposal Evaluation Criteria***

S. No.	Description	Weightage
1	Relevant experience in years, capability and bio data.	30%
2	**I.** Details on number of banks / MTN Programmes, finalised by legal counsels including relevant assessment (updation of content) done. **(30%)** **II.** Successful evaluation/selection/completion of relevant MTN Programme/legal assignment for **PSU Bank(s) during the preceding 6 months (10%)**	40%
3	Understanding of the legal firm about handling of documentation and legal matters in MTN Programme and the Rating of International repute for such Legal Counsels from an Independent Source	30%

This should include supporting certificates or reports relating to financial, technical and other capability of the applicants. Bidder has to submit documentary evidence for the same.

III. Financial Bid –

a) The Financial Bid should give all the relevant price information according to the project time-lines (stage-wise) schedule, if any, and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
b) The stage wise schedule should be in line with the scope of work and pricing will be segregated accordingly.
c) The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
d) For the avoidance of doubt and notwithstanding the location, nationality, or domicile of the bidder, any and all references to dates, timelines, schedules, and times specified in this RFP, its annexures, or any subsequent corrigenda shall strictly mean and refer to Indian Standard Time (IST) [GMT +5:30].
e) Bidders are solely responsible for aligning their submission schedules accordingly. The Bank shall not entertain any claim, plea, or request for extension or relaxation of timelines arising out of differences in time zones, international transit delays, or miscalculation of hours.

IV. Format for Proposal Submission

THREE SEPARATE emails for each Eligibility Criteria, Technical Proposal and Financial Proposal must be submitted to the Bank directly as under:

a) Technical Proposal: One Email with the Technical Bid and second separate email containing password for opening the Technical bid sent on the day of opening of such Technical bid.
b) Financial Proposal: One Email with the Financial Bid and second separate email containing password for opening the financial bid sent on the day of opening of such financial bid.
c) One email containing eligibility certificates mentioned under point 2

Alternative way of submitting the BID**:** The above technical bid, financial bid & eligibility criteria can also be sent in physical form submitting the same in separate sealed envelopes. Each envelope should be super-scribed as ELIGIBILITY, TECHNICAL BID and FINANCIAL BID on the cover of the envelope. The envelope with the Eligibility Criteria & Technical bid shall be opened first and only once a legal counsel satisfactorily qualifies the Technical bid only then shall the financial bid of such legal counsel will be opened.

V. **<u>Email/ Letter of Technical Bid should contain:</u>** The email/letter containing the technical bid should be received from registered email id of the legal counsels and the subject of the email and enclosure containing the technical bid should be super-scribed as “TECHNICAL BID”

VI. **<u>The Technical Proposal should contain the following:</u>**

a) Understanding of the Banking business and key considerations for the procedural aspects for updation of the MTN Programme.

b) Profile of the proposed Team Leader and execution team

c) All relevant aspects covered point wise as proposed under the scope of work of the legal counsels.

d) Proposed Approach and Timelines

e) Summary of similar assessment (updation of content) done

f) Any potential / existing conflict of interest, given the scope of the preparation of MTN Programme.

g) This should include supporting certificates or reports relating to financial, technical and other capability of the applicants. Bidder has to submit documentary evidence for the same (eg. Certificate of Incorporation, Applicable License of the law firm, Authorized person Signatory list etc)

h) All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Firm.

VII. Email/Letter of Financial Bid should contain

The email/letter containing the financial bid (password protected) should be received from email id of the legal counsels and the subject of the email and enclosure containing the financial bid should be super-scribed as “FINANCIAL BID” The email containing the password to open the bids shall be sent on Financial bid opening date only(i.e 24/09/2026).

The Financial Proposal should contain the offer including the professional fee excluding the relevant taxes. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Firm. The Bank at a later date will not accept any plea of the Firm or changes in the commercial offer for any such assumptions.

The Financial Proposal should not have any deviations, restrictive statements, etc. therein. Otherwise, such Proposals are liable to be rejected at the sole discretion of the Bank.

Applicant should quote fees as per the format provided by the Bank as below: Format for the Financial Proposal:

Fee Structure & Payment Terms (in USD)	
Fee (in numbers)	
Fee (in words)	
Mode of Payment as per terms of approval	

Bank shall be entitled to deduct/withhold taxes as applicable under Indian Law and that the selected International Legal Counsel shall furnish all the documents required for determining the appropriate tax treatment and claiming the DTAA benefits.

VIII. Payment of fees

Payment of fees shall be made as follows –

100% of fees after OC preparation and related activity as per scope of work and in case of termination / cancellation of assignment due to any reason by the UCO Bank, Bank may consider to pay legal counsels who has been selected the reasonable cost incurred till the date of such termination on satisfactory submission of documentary evidence of such costs so incurred. The quantum of such fee will be decided by the UCO Bank at its sole discretion and the legal counsels cannot claim the same as a matter of right.

IX. Costs Borne by the legal counsels

All costs and expenses of the legal counsels in any way associated with updation of OC, including but not limited to attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the legal counsels.

Submission of Passwords and Limitation of Liability for Email Delivery: The Technical Bid and Financial Bid must be password-protected in accordance with the instructions provided herein. The prospective Bidder must transmit the respective passwords to the Bank strictly on the designated date and time specified in the RFP schedule. In the event a Bidder transmits the passwords for either the Technical Bid or the Financial Bid prior to the designated timeline, the entire bid of such Bidder shall be summarily rejected without further evaluation.

Furthermore, the Bank assumes no responsibility, liability, or obligation of any nature whatsoever for the non-receipt, delayed receipt, or misdirection of any electronic communication transmitted by the Bidder. The Bank shall not be held liable if the email containing the Technical Bid, Financial Bid, and/or the respective passwords fails to deliver to the designated inbox, is blocked by network firewalls, or is automatically filtered, diverted, or deleted by spam filters or junk folders. It shall be the sole responsibility of the Bidder to ensure successful and timely delivery of the bid, its components and passwords to the specified email address.

6. ***Procedure for Selection***

This will be a techno commercial evaluation and accordingly the Technical Proposal will have 75% weightage and Financial Proposal shall have 25% weightage. These weightages shall be taken into consideration for arriving at the Successful Firm. The evaluation methodologies vis-a-vis the weightages are as under:

Score will be calculated for all technically qualified Firms using the following formula: S = (T/T High x 75) + (C Low/C x 25)

Where:

i. S= Score of the Firm
ii. T=Technical score of the Firm
iii. T High = Highest Technical score among the Firms C = Quote as provided by the Firm
iv. C Low = Lowest Quote of C among the Firms

The Firm securing the highest score becomes the successful Firm For example – There are three legal counsels A, B and C. Technical score will be arrived at treating the marks of the legal counsels scoring the highest marks (A) in Technical evaluation as 100. Technical score for other legal counsels (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100.

Similarly Commercial Score of all technically cleared legal counsels will be arrived at taking the cost quoted by L1 legal counsels i.e., the lowest quote from all technically qualified legal counsels (say C) as 100. Marks for other legal counsels will be calculated using the formula Commercial Score = Cost of L1 legal counsels / Cost quoted by legal counsels * 100.

A "Combined score" will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 75% for the Technical Proposal and 25% for the Financial Proposal as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful legal counsels will be the one who has highest Combined Score.

Sr. No.	Legal Counsel s s	Technical Evaluation marks (T)	Financial Quotes In USD	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	0.05 Mio	95/95*75 = 75.00	0.05/0.05*25 = 25.00	75.00+25.00= 100.00
2	B	85	0.075 Mio	85/95*75= 67.10	0.05/0.075*25= 16.67	67.10+ 16.67 = 83.77
3	C	90	0.120 Mio	90/95*75 = 71.05	0.05/0.120*25 = 10.42	71.05+10.42= 81.47

In the above example legal counsels A with highest score becomes the successful legal counsel.

In case the highest combined score is equal, the legal counsels with the highest Commercial Score among them, as may be decided by the Bank at its sole discretion, will be declared as the successful legal counsels.

Financial Bids of only those bidders who qualify in the technical evaluation, based on the criteria laid down hereinabove, shall be opened.

The Bank reserves its right to seek and obtain substantiating data from the bidders for verification of the credentials submitted. The bidder with the lowest commercial quote will be declared as L1.

However, the Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

Notwithstanding anything contained in this RFP or any subsequent communications, the Bank reserves its absolute, unconditional, and unfettered right to accept or reject any bid, proposal, or response received, or to annul, cancel, withdraw or suspend the entire bidding process, or to reject any particular bid or all bids at any stage, without assigning any reason(s) or justification whatsoever to any Bidder.

The Bank shall incur no liability, financial or otherwise, towards any Bidder or Bidders by virtue of such rejection, cancellation, withdrawal or annulment. Under no circumstances shall the Bank be responsible for, or bear any costs, expenses, losses, or damages incurred by the Bidder in the preparation, submission, or translation of the bid, or in connection with any discussions, visits, or clarifications.

The issuance of this RFP does not constitute a binding commitment, promise, or offer of employment/contract by the Bank. The Bank's decision in this regard shall be final, binding, and conclusive upon all participants.

7. General terms and conditions

I. **Submission of RFP (Request for Proposal) response: -** RFP Response should be received by the officials as indicated in **[Annexure A and B]**, however bank reserve the sole right to accept the RFP responses after the closing dates by imposing the conditions if deemed fit.

   As per the order no. 6/18/2019-PPD dated 23rd July 2020, issued by Ministry of finance department of expenditure and as amended/clarified from time to time, any bidder from a country which shares a land border with India may also be eligible to bid in this tender if such Counsels is registered with the Competent Authority.

   "Bidder" (including the term 'tenderer', 'legal counsels' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

   "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

   a) An entity incorporated, established or registered in such a country; or
   b) A subsidiary of an entity incorporated, established or registered in such a country; or
   c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d) An entity whose *beneficial owner* is situated in such a country; or
   e) An Indian (or other) agent of such an entity; or

f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

h) The *beneficial owner* for the purpose of (c) above will be as under: In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

i. "Controlling ownership interest" means ownership of or entitlement to more than ten per cent, of shares or capital or profits of the company;

ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

iii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than ten percent of capital or profits of the partnership;

iv. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than ten percent of the property or capital or profits of such association or body of individuals;

v. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

vi. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with ten percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

vii. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

viii. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority and Bank has given its prior and express written consent to such sub-contracting.2

II. Respondent Obligation to Inform Itself

The Respondent must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, adequacy or completeness of any writings, information or statement given or made in this RFP document.

III. Acceptance of Terms

A Respondent will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

IV. RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 6 months from the RFP opening date.

V. Project / Contract period

The Contract with the selected legal counsels will be for a period of MTN Programme validity period from the date of communicating the selection of legal counsels. The Bank will have the right to renegotiate these terms or prices at the end of the contract period.

The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on satisfactory performance.

8. Requests for Information

The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial no. of that of the RFP by mentioning the relevant page number and clause number of the RFP

All communications regarding points requiring clarifications and any doubts should be sent through email at ibugift@uco.bank.in and uco.mtn@uco.bank.in by the prospective bidders before 15.09.2026 (latest by 05.00 pm IST).

No oral or individual clarifications shall be entertained.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in BID Control Sheet. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.

All queries / clarifications requested must be addressed in the following format –

Sr. No.	Original clause in RFP against which clarification required.	Specific query by the legal counsels for which clarification required	Bank's clarification

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in BID Control Sheet.

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

9. *Disqualification*

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

Please note that in the following cases, the Bank in its absolute discretion may reject the Proposals received from the legal counsels:

I. Submission of Proposal after the Time stipulated in this RFP Document.
II. Misleading/ incomplete information/ submission of improper/ incomplete documentation.
III. Proposal submission without the Respondent's name
IV. Price information in any other place than 'Financial Proposal envelope'
V. Envelopes are not in order as directed in this document
VI. Proposals submitted with conditions/ any stipulation.

10. *Language of Proposal*

The proposal prepared by the legal counsels, as well as all correspondence and documents relating to the Proposal exchanged by the legal counsels and the Bank and supporting documents and printed literature shall be in English language only.

11. No implied deviation

The Bank expects the legal counsels to adhere to the terms of this RFP document, unless agreed to specifically by the Bank in writing for any changes to the RFP document issued, the legal counsels responses would not be incorporated automatically in the RFP document.

All responses including financial and technical Proposals would be deemed to be irrevocable offers/proposals from the legal counsels and may be accepted by the Bank to form part of final contract between the Bank and the selected legal counsels. Legal counsels are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

12. Subcontracting:

The legal counsels shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of the Bank.

13. Assignment

The legal counsels 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 legal counsels's affiliate without the prior written consent of the Bank.

14. Indemnity

a) The successful bidder shall indemnify and hold harmless the Bank, and shall always keep indemnified and hold the Bank, its successors, permitted assigns, employees, personnel, officers, and directors, (hereinafter collectively referred to as "Indemnified Personnel") harmless from and against any and all losses, liabilities, claims, actions, judgments, settlements, awards, sanctions, costs, damages, and expenses (including without limitation, reasonable attorneys' fees and legal costs) relating to, resulting directly or indirectly from or in any way arising out of:

i. any claim, suit or proceeding brought against the Bank due to or in connection with scope of work, services, advice, representations, or obligations undertaken or executed by the successful bidder post-selection (hereinafter collectively referred to as the "Services"); or

ii. any breach of confidentiality, data privacy, or intellectual property rights by the successful bidder; or

iii. any breach or non-fulfilment of the terms and conditions of the contract; or

iv. any professional negligence, gross negligence, willful misconduct, misrepresentation, or malpractice on the part of the Legal Counsels, its partners, or associates; or
v. any breach or violation of the applicable rules, regulations, bye-laws or laws.

The successful bidder shall pay all amounts due under this indemnity within fourteen (14) business days from the date of receipt of a written demand notice from the Bank.

b) Without prejudice to the foregoing or anything to the contrary elsewhere herein, in the event of the successful bidder not fulfilling their obligations or failing to clear the demanded indemnity amount within the stipulated fourteen (14) business days as mentioned above, and without prejudice to all other remedies available under law or equity, the Bank will also have the absolute and unconditional right to recover and set off the amounts due to it under this provision from any amount payable to the successful bidder under this assignment or under any other agreement, arrangement, or contract between the Bank and the successful bidder.

c) The obligations to indemnify as contained herein in this Clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP, any submission and representation of a bidder in response to the RFP or any subsequent agreement executed between the parties.

d) The obligations of the successful bidder under this Clause shall survive the termination or expiration of the Agreement to be executed between the Bank and the successful bidder.

15. Termination

A) Bank shall have option to terminate / cancel this RFP process at any stage without any prior notice. The Bank shall incur no liability, financial or otherwise, towards any Bidder or Bidders by virtue of such termination or cancellation of this RFP.

B) Notwithstanding anything contained herein, the Bank has the discretion to terminate the assignment or agreement or contract with the successful bidder or work-order or Letter of Intent or Letter of Appointment given to a successful bidder, at any stage or cancel any particular order if such successful bidder:

   a) breaches any of its obligations set forth in the assignment or any subsequent agreement and such breach is not cured within twenty one (21) Working Days after Bank gives written notice; or
   b) fails to provide the Bank, within twenty one (21) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank; or

c) fails to perform the contractual obligations or render the Service as per the prescribed time line, or render the Services to the satisfaction of the Bank; or
d) renders substandard Services; or
e) violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications and the like.

C) The Bank may terminate this RFP or subsequent Agreement with immediate effect upon the occurrence of any of the following Events of Default:

a. If the Bidder /successful Bidder admits in writing its inability to pay its debts as they fall due, or defaults on its financial obligations to banks, financial institutions, or operational creditors or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; or
b. If an application for the initiation of insolvency, liquidation, or bankruptcy is filed, admitted, or pending against the Bidder/successful Bidder before any competent court or statutory authority or body.
c. The bidder /successful 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 by the other Party; or
d. The bidder /successful Bidder becomes the subject of a court order for its winding up

Any bid submitted by a Bidder shall stand disqualified *ab initio*, and any ongoing evaluation or process shall cease immediately. The Bank shall not be liable for any claims, damages, or compensation arising from a disqualification under this Clause.

D) Notwithstanding anything contained herein,

a. The Bank reserves the absolute and unconditional right to summarily reject a bid or terminate the selection process with respect to any Bidder, at any stage, without liability, financial or otherwise, or prior notice, upon the occurrence of any of the Event of Default defined above.
b. In case of change of policy or any unavoidable circumstances or administrative reasons, Bank reserves the right to terminate the assignment or any subsequent agreement and / or any particular order, in whole or in part by giving the successful bidder at least 7 days prior notice in writing.

E) In the event of termination, the successful bidder shall immediately hand over all the work completed till termination along with the documents provided by the Bank to such successful bidder.

F) The rights of the Bank enumerated herein are in addition to the rights/remedies available to the Bank under the law(s) for the time being in force.

16. Force Majeure

a) The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the legal counsels and not involving the legal counsels's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

c) If a Force Majeure situation arises, the legal counsels shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the legal counsels shall continue to perform legal counsels's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

d) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of one month, the Bank and legal counsels shall hold consultations in an endeavor to find a solution to the problem. Nothwithstanding the aforesaid if such event continues to exist and prevents performance by the legal counsels of its obligation for more than one month, the Bank shall have the right to forthwith terminate the contract effective upon delivery to the legal counsels of written notice of such termination.

17. Service Level Agreement and Non-Disclosure Agreement

The Counsels shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Confidentiality / Non-Disclosure Agreement (NDA). The Counsels shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment.

18. Dispute Resolution & Governing Law

The Bank and the legal counsels shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / management of the Bank and the legal counsels, any disagreement or dispute arising between them under or in connection with the contract/ assignment.

If the Bank Management and legal counsels team are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the legal counsels and General Manager of Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the legal counsels and General Manager of Bank, and the parties have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

Subject to aforesaid all questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The seat of arbitration will be at Mumbai. The English Laws or any statutory modifications thereof shall apply to the arbitration proceedings.

The fees of the arbitrator and cost of the proceedings shall be borne by the parties equally.

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 legal counsels (in case no legal counsels satisfies the eligibility criteria in totality)

e) Select the next most responsive legal counsels if negotiations with the legal counsels 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 legal counsels, with any other legal counsels(s) /others, in any form.

g) Cancel the RFP at any stage, without assigning any reason whatsoever.

h) Change the time schedule of the RFP for inviting the Proposals or evaluation thereof

i) Modify the quantity 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 RFP for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the legal counsels.

19. No liability

All employees, personnel, agents etc engaged by the legal counsels shall be in sole employment of the Service Provider / legal counsels and the Service Provider / legal counsels shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances, shall UCO 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 Service Provider / legal counsels.

Under no circumstances UCO shall be liable to the Service Provider / legal counsels for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO 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.

The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

20. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party without Bank's express written permission. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the 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, legal counsels, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

This document is meant for the specific use by the Company / person/s interested to participate in the current bidding process. This document in its entirety is subject to Copyright Laws UCO Bank expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

The Bidder shall comply with applicable Indian banking secrecy obligations, the IFSCA confidentiality requirements, RBI cyber secrecy directions. The selected legal counsels shall comply with provisions of all applicable laws including DPDP Act, rules and statutory regulations.

21. Relationship between the Parties:

Legal Counsels and Bank are independent contractors. Nothing in this Agreement will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee. Unless otherwise provided in this Agreement, neither Party shall have the right to enter into any agreement or arrangement for and/or on behalf of other Party or represent to any person, firm or corporation that it has such right or authority, without the prior written consent of the other Party.

22. Use of Trademarks and Logos

Each Party recognizes and acknowledges the exclusive rights, title and proprietary interest of the other Party to, and the ownership of, its respective Trademarks and shall not, directly or indirectly, claim any rights, title or interest in the same or any part of it. Each Party agrees not to use the other Party's name and Trademark in any manner whatsoever, except to such limited extent as is permitted for the purpose of this Agreement without the prior consent of the other Party. The Parties agree that upon the termination of this Agreement, each Party shall forthwith cease all use of the other Party's Trademarks and shall forthwith discontinue use of all Trademarks in its possession in accordance with the written instructions of the Party owning or providing such Trademarks.

Notwithstanding anything to the contrary stated in this section, each Party's intellectual property shall continue to vest with such Party. Further, the Bank shall retain sole and exclusive rights on the work done by selected legal counsels under this assignment.

23. Integrity Pact

Wilful misrepresentation of any fact in the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their proposal for the purpose of evaluation, to disclose the contents of their proposal to other Bidders and to disclose and/or use the contents of their proposal as the basis for RFP process.

To ensure transparency, equity and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) Policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is as per **Annexure –I .**

Signing of Integrity Pact (IP) with Bank would be one of the preliminary qualifications for further evaluation. Bidder willing to participate in this RFP shall submit duly stamped Integrity Pact on a stamp paper as applicable, as per Annexure - I attached with this RFP. Integrity pact shall be submitted by all the prospective bidders at the time of Bid submission or as per Bank's satisfaction. Non – submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground for bidder's isqualification to participate in the Bid process. For implementation of Integrity Pact (IP), Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC).

Details of IEM are as under:

Dr. Manoj Kumar Chhabra **Email: mkchhabra10@gmail.com**	**Mr. Rajvir Singh** **Email: rsgodara1963@gmail.com**

24. Conflict of Interest

Bidders must submit a comprehensive disclosure detailing any existing or potential conflicts of interest that could influence their independence, objectivity, or performance regarding the scope of updating the Bank's MTN Programme.

For any further clarification, you may contact the undersigned.

Thanking You,

For UCO Bank

SHIVAM SHUKLA

Digitally signed by SHIVAM SHUKLA
Date: 2026.09.09 11:08:06 +05'30'

Shivam Shukla

Chief Executive – IBU

Annexure A

TECHNICAL BID - Evaluation

Technical Proposal shall contain the relevant details of the applicant in respect of each of the following criteria in the format as mentioned below: -

S. No.	Description	Weightage
1	Relevant experience in years, capability and bio data.	30%
2	**I.** Details on number of banks / MTN Programmes, finalised by legal counsels including relevant assessment (updation of content) done. **(30%)** **II.** Successful evaluation/selection/completion of relevant MTN Programme/legal assignment for **PSU Bank(s) during the preceding 6 months (10%)**	40%
3	Understanding of the legal firm about handling of documentation and legal matters in MTN Programme and the Rating of International repute for such Legal Counsels from an Independent Source	30%

Annexure B

FINANCIAL BID FORMAT

To:

General Manager
UCO BANK,
International Banking Department,
6th Floor ,UCO BANK HEAD OFFICE,
10 BTM SARNI Kolkata – 700001

Dear Sir,

SUB: Your RFP No. [GIFTIBU/2/2026-27] Dated 09th September 2026

We give below our consolidated bid for services to be rendered by us as per the scope of the RFP documents.

SL No.	Particulars (commercial Bid)	To be quoted in USD
1.	Fees for acting as International Legal Counsel to proposed USD MTN Bond issue under Regulation S	USD ____________

We undertake to deliver all the deliverables as per the RFP document.

Place:

Date:

Authorised signatory of the Bidder

Annexure- I

PRE CONTRACT INTEGRITY PACT

1. General

1.1 This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on__________ (day) of the _________month of _________ (YYYY), between, on one hand, UCO Bank, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head Office at 10, BTM Sarani, Kolkata-700001, acting through Shri_______________________ Designation, Department (hereinafter referred to as the "BANK" which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the First Part and M/s ____________________________represented by Shri. _______________ Chief Executive Officer/Authorized Signatory (hereinafter called the "BIDDER" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns of the SECOND PART.

1.2 WHEREAS the BANK proposes to proposes to avail/engage the services of the BIDDER and BIDDER is willing to offer/has offered the service and

1.3 WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/LLP/registered export agency, constituted in accordance with the relevant law in the matter and the BANK is a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act 1970.

1.4 WHERAS the BIDDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Services proposed to be availed by BANK and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER liable for damages and replacement costs incurred by the BANK.

2. NOW, THEREFORE, BANK and the BIDDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER is appointed and turns out to be successful bidder in getting an

assignment from Bank and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1 Enabling the BANK to avail the services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

2.2 Enabling BIDDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that BANK shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and BANK stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follow:

3. Commitments of the BANK

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3.1 The BANK undertakes that no officials of the BANK, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BANK will during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

3.3 All the officials of the BANK will report to the Bank/appropriate Government office or authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

3.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

4. Commitments of BIDDERs

4.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post–contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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4.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank/Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

4.4 The BIDDER further confirms and declares to BANK that the BIDDER is the Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to BANK or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BANK as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care less any such information is divulged.

4.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or Public Sector Banks in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2 The BIDDER agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender/bid process or the contract, if already awarded can be terminated for such reason.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BANK to take all or any one of the following actions, wherever required:-

i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

iii) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to BANK resulting from such cancellation/rescission and BANK shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

iv) To debar the BIDDER from participating in future bidding processes of BANK for a minimum period of five years, which may be further extended at the discretion of BANK.

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v) To recover all sums paid in violation of this Pact by BIDDER (s) to any middlemen or agent or broker with a view to securing the contract.

vi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of BANK, and if he does so, BANK shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BANK resulting from such rescission and BANK shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7. Sanctions for Violation

7.1 BANK will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vi) of this Pact, also in the event of commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Bharatiya Nyaya Sanhita,2023 (or erstwhile Chapter IX of the Indian Pendal Code,1860) or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.2 The decision of BANK to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. Independent External Monitor

8.1. BANK has appointed two Independent External Monitor (hereinafter referred to as Monitor) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

8.2. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of BANK. The MONITOR may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

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8.5. As soon as any event or incident of violation of this Pact is noticed by Monitor, or Monitor have reason to believe, a violation of this Pact, they will so inform the Management of BANK.

8.6. The BIDDER(s) accepts that the Monitor have the right to access without restriction to all Project /Procurement documentation of BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

8.7. BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitor the option to participate in such meetings.

9. Facilitation of Investigation In case of any allegation of violation of any provisions of this Pact or payment of commission, the BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BANK and the BIDDER shall provide necessary information and document in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction This Pact is subject to English Law and the courts at Mumbai shall have exclusive jurisdiction over the same.

11. 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 provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity
12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both BANK and the BIDDER. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 If one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 The parties hereby sign this Integrity Pact at ______________ on _________ BANK BIDDER

Name of the Officer:
Designation:
Dept:

Witness

Witness 1. ______________________ 1. ______________________

Witness 2. ______________________ 2. ______________________