

## **Request for Proposal (RFP)**

**For**

**Engagement of a Credit Rating Agency for recalibration/design/vetting  
of the Internal Credit Rating Models and hoisting on Bank's portal**



**Head Office  
Risk Management Department  
10 B T M Sarani  
Kolkata - 700 001**

**RFP REF No: HORM/RFP/0024 /2020-21 Date: 30/04/2020**

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

This document is prepared by UCO Bank for engagement of a Credit Rating Agency for recalibration / design / vetting of the Internal Credit Rating Models and hoisting on Bank's portal. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

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### Bid Control Sheet

Tender Reference	RFP Ref No: HORM/RFP/0000 /2020-21 Date: 30/04/2020
Cost of Tender documents	NIL
Date of issue of RFP	30/04/2020
Last date for submitting queries for the Pre-bid Meeting	07/05/2020
Pre-Bid meeting /Venue	16/05/2020 at 4 PM at Head Office -1 Risk Management Department 1 <sup>st</sup> Floor, Conference Room 10 BTM Sarani Kolkata-700 001
Last Date and Time for receipts of tender bids	01/06/2020 at 3 p.m.
Opening of bids	01/06/2020 at 4 p.m.
Address of Communication	Head Office - 1 Risk Management Department 1 <sup>st</sup> Floor, 10 BTM Sarani Kolkata - 700 001
Email address	<a href="mailto:horm.calcutta@ucobank.co.in">horm.calcutta@ucobank.co.in</a>
Contact Telephone	Tel : 033-44558408/44558452
Bids to be submitted	Head Office - 1 Risk Management Department 1 <sup>st</sup> Floor, 10 BTM Sarani Kolkata - 700 001

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

## **1. Introduction**

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Risk Management Department at 1<sup>st</sup> Floor, 10 B.T.M. Sarani, Kolkata - 700001, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres and 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

## **2. Definitions**

- 2.1 BANK means, unless excluded by and repugnant to context or the meaning thereof, shall mean UCO BANK, described in more detail under point no. 1 above and which has invited bids under this RFP and shall be deemed to include its successors and permitted assigns.
- 2.2 RFP means this Request for Proposal for engagement of a Consultant for recalibration / design / vetting of the Internal Credit Rating Models and hoisting on Bank's portal
- 2.3 Bidder means a Service Provider submitting the proposal in response to RFP.
- 2.4 Contract means the RFP document and acceptance thereof and the agreement duly executed between the UCO Bank and the Service Provider together with the documents referred to therein including the conditions and instructions from time to time by the Bank.

## **3. Objective**

Engagement of a Consultant for recalibration/design/vetting of the Internal Credit Rating Models and hoisting on Bank's portal

## **4. Eligibility Criteria**

Only Credit Rating Agencies, who satisfy all the eligibility criteria as mentioned herein below, may respond. Documents in support of all eligibility criteria are required to be submitted along with the Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Eligibility Criteria	Document to be submitted along with the RFP
1	The bidder should be a registered company/firm in India and should be in existence for a minimum period of Five years as on RFP date. (Proof, such as Registration / Incorporation Certificate is to be submitted).	Certificate of Incorporation or Certificate of Commencement of business (whichever is applicable), MSME Registration (if applicable).
2	The bidder should have the experience of providing similar service to at least two Public Sector Banks having more than 1000 branches.	Proof of Client Certificate is to be submitted

## 5. Application Money & Submission of Bid

5.1 **Application Money:** Rs. 10,000/- (to be paid by way of Demand Draft favouring "UCO Bank" payable in Kolkata)

5.2 **Submission of main Bid** cover super scribing as "engagement of a Consultant/ Credit Rating Agency for recalibration/design/vetting of the Internal Credit Rating Models and hoisting on Bank's portal" in response to RFP-HORM/RFP/0000/2020-21 Dated 30/04/2020, containing a cover with Bid document. Submission of the Bid in any other manner is liable to be rejected. Bid document is to be submitted in hard copy only.

### 5.3 **Earnest Money Deposit:**

The Bidder(s) must submit Earnest Money Deposit along with Eligibility Bid in the form of Bank Guarantee valid for a period of 180 days, with a further claim period of 30 days from the date of opening of Eligibility/Technical Bid in the format given in **Annexure-E**, in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Request for Proposal (RFP) for Engagement of a Credit Rating Agency for recalibration/design/vetting of the Internal Credit Rating Models and hoisting on Bank's portal	Rs 1,00,000.00/- (Rupees One Lakh Only)

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The EMD will not bear any interest and it may be forfeited under the following circumstances:

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).

- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information
- c. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of UCO Bank.
  - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO Bank within the stipulated time period or before the execution of the Agreement.

## 6. Scope of Work

Fifteen (15) Internal Credit Rating Models to be developed for different categories of borrowers as detailed below:

- i) Large Corporate Borrowers (LC)
- ii) Mid Corporate Borrowers (MC)
- iii) Small Corporate Borrowers (SC)
- iv) MSME
- v) Greenfield Project (MSME)
- vi) Greenfield Project (other than MSME)
- vii) Commercial Real Estate (CRE)
- viii) NBFCs
- ix) Bank/Financial Institute
- x) Pool Assets
- xi) Exporters/Importer/Trader (Existing & New)
- xii) Syndicate Loan (Overseas / Domestic)
- xiii) Loan against Warehouse Receipt
- xiv) Overseas borrowers:
- xv) Facility Rating Model

Internal Credit Rating Models should display the trend analysis of Financial Indicators during past 3 years.

Internal Credit Rating Models (**Score Cards**) being used to assess the acceptability of MSME & Retail Asset Products (20), as detailed below, to be examined and recalibrated.

**Description of 20 Score Card Models are given below:**

S No.	Model Description	Usage Criteria
1	UCO Home Loan	Irrespective of exposure
2	UCO Vehicle Loan	



3	UCO Personal Loan	Exposure up to Rs.1 Crore
4	UCO Education Loan	
5	UCO Mortgage Loan	
6	UCO Rent	
7	UCO Commercial Vehicle Loan Scheme	
8	UCO Trader Loan (Including UCO Trader)	
9	MSE Manufacturing	
10	MSE Services	
11	Fruit, Plantation and Perennial Crops Loan	
12	Crop Loans	
13	Dairy Loans	
14	Poultry Loans	
15	Fishery Loans	
16	Piggery Loans	
17	Farm Mechanization Loans	
18	Minor Irrigation and Land Development Loan	
19	Indirect Agriculture (New Accounts)	
20	Indirect Agriculture (Existing Accounts)	

**a) The new Dynamic Credit Rating model should be compatible for Quarterly/Half-Yearly/Annual Review as under:**

- Quarterly for listed borrowers
- Half-Yearly for unlisted borrowers
- Annually for all borrowers

**b) System based data flow to be introduced into the new rating models as under:**

- Data flow to and fro Credit Department/Credit Monitoring Department on sanction/rejection
- Data flow on quarterly, semi-annual financial statement
- Data flow to and fro Early Warning Signal (EWS)
- Data flow of SMA 0, 1, 2 NPA status
- Data flow of external events and Macro Economic triggers that may cause rating change

**c) System based data outflow from the rating system:**

- Feed forward of rerated data to credit department and to EWS

**d) Litigation listing to be incorporated**

**e) GST Return – Compliance, Co-relation with Production/Sales**

**f) Linking cross default (cross default for breach of covenant through CIC alerts)**

**g) Environmental issues having impact on business**

**h) Integration of Internal Credit Rating Model with LMS, CBS, CRSS, EWS & MIS portal**

**i) Rating Migration Report**

**j) Auto generation of e-mail to HO Credit Department and to the concerned branch**

**The No of Models / the Scope of Work may be enlarged in consultation with the prospective Credit Rating Agency to suit the need of the Bank.**

**The No of Models / the Scope of Work may be enlarged in consultation with the prospective Credit Rating Agency for regulatory compliance.**

### **7.0 Terms and Award of Work**

7.1 Proof of Concept (PoC): Technically qualified bidders may be asked to conduct PoC within 7 days from the date of mail sent to the technically qualified bidders as per the above mentioned scope of work, on 15 different types of borrowers, provided by the Bank.

7.2 After successful completion of PoC the commercial bids will be opened only for the technically qualified bidders. The Bank may reject the technically qualified bidders, if the solution provided does not meet the scope of work during the PoC.

7.3 The successful bidder has to impart handholding training to 100 Officers of the Bank at various locations.

7.4 Bank in consultation with the bidders at the time of presentation of the Proof of Concept (PoC), if needed, may at its discretion chose to avail all services or expand the scope of the services.

7.5 Payment to successful bidder will be made on satisfactory completion of the job.

7.6 The successful bidder has to complete the job within 60 days from the date of execution of the agreement.

**7.7 Performance Bank Guarantee:** The Selected bidder, within 15 days from the date of Reverse Auction will have to furnish a Performance Bank Guarantee, format as per **Annexure – F**, issued by any scheduled commercial bank (other than UCO Bank) equivalent to 10% of the project cost valid for 27 months (24 months + a claim period of 3 months) from the date of Letter of Intent (LOI). However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for a period of AMC/ATS as required by the Bank. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 10% of the value of the contract of that period of time with a validity of the extension period with 3 months claim period.

The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

#### 8.0 Termination of Bidders

- 8.1 During empanelment period, the Bank reserves the right to terminate the engagement of the Bidder. The Bank's decision will be final in this regard.
- 8.2 Bank retains the authority to blacklist or bar a bidder for a specified period of the time from participating in its selection process where the Bank has authentic information the bidder has been debarred from participating in the bidding process by a foreign country, international organization or by a local organization on ground of fraud or corruption or for some other reason which, in the opinion of the Bank is not compatible with its policy and ethical standard.
- 8.3 If the service provided by the Bidder is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any bid is false or if irregularities shown by the Bidder when applying for the bids, the Bank reserves the right to terminate such Bidder without giving any notice in advance.

#### 9.0 Bid Process

- 9.1 The bidder should carefully examine and understand the scope and, terms and conditions of RFP and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP.
- 9.2 No verbal or individual consultation shall be entertained.

#### 10. Pre-Bid Meeting

- 10.1 No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present

during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives from each Bidder to participate in the pre-bid meeting.

10.2 Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

10.3 The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

10.4 Non receipt of reply to the queries raised by any of the Bidders shall not be accepted as a valid reason for non submission of Bid. In addition, non reply to any query may not be deemed the version of the Bidder as reflected in the query has been accepted by the Bank.

## 11. Amendments to RFP

11.1 At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the RFP, by way of an amendment.

11.2 Notification of amendments will be put up on the Bank's website ([www.ucobank.com](http://www.ucobank.com)) and will be binding on all bidders and no separate communication will be issued in this regard.

11.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

## 12. Preparation of Bids

12.1 All bids and supporting documents shall be submitted in English and on A4 size paper, spirally bound securely and in serial order.

12.2 All pages of the RFP and supporting documents should be stamped and signed by Authorized Signatory of the Bidder. All pages of the bid document should be serially numbered. The person/s signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The bidder should submit a copy of Board Resolution or Power of Attorney document showing that the signatory has been duly authorized to sign the bid document.

12.3 The bidder shall be responsible for any discrepancies, errors and omissions in the bid, other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not.

The bidder shall take all corrective measures arising out of discrepancies, error and omissions in the bid and other information as mentioned above within the time schedule.

12.4 The bidder shall ensure that the solution provided meets all requirements of the Bank as mentioned in the scope of work in the RFP.

12.5 Willful misrepresentation of any fact within the bid will lead to disqualification of the bidder without prejudice to other actions that Bank may take. All the submissions including any accompanying documents, will become the property of UCO Bank.

12.6 The Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after the award of the contract.

### 13. Documentation

Information in the form of Brochures/Manuals/CD etc, must be submitted in support of the offer made.

### 14. Assumption/Presumptions/Modifications

14.1 At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

14.2 Notification of amendments will be made available on the Bank's website. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

### 15. Bid Opening and Evaluation Process

15.1 The Bank will evaluate the bid/s submitted by the bidder/s under this RFP by the appropriate committee of the Bank.

15.2 At the time of evaluation of RFP, the Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid which does not constitute a material deviation. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

15.3 Only eligible bidders, based on Eligibility Criteria mentioned in Clause 4 will be invited for a presentation comprising of the details of the proposed solution to be made available to the Bank as detailed under the Clause 6 on a

specified date, time before the appointed committee of the Bank. The eligible bidders will be intimated about the date and time of presentation and will have to make their own travel and stay arrangements at their own cost. Bank will not bear the cost towards the same.

15.4 Bids will be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule. Bidder's one representative may be present at the venue well in time along with an authorization letter in hand for every bid opening under this RFP, as per the format (Annexure – 3) enclosed and sign in Register of Attendance during opening of RFP.

15.5 If any of the bidders or all the bidders who submitted the bid are not present during the specified date, time and venue of opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the Bank at its discretion will proceed further with opening of the RFP in their absence.

15.6 The preliminary scrutiny of the Bid/s received will be done to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed and whether the services are offered as per RFP requirements, whether technical documentation as required to evaluate the offer has been submitted.

There will be a two stage process in Evaluation.

- 1) Eligibility Criteria and Scope of Work
- 2) Commercial Bid(E-Tendering)

The Eligibility Criteria and Scope of Work would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria and Scope of Work as mentioned in RFP, will be shortlisted for the commercial bid (Reverse Auction Process).

The Bank will adopt process for Reverse Auction of Commercial Bid (details provided in Annexure - A). Only those Bidders will be eligible for Reverse Auction who qualifies in Eligibility Criteria and Scope of Work evaluation Process. Post Reverse Auction, Bidder shall submit the price breakup matching its final Reverse Auction price in the format of commercial bid (Annexure - B). The Commercial Bid should contain price information only and to be submitted strictly as per the format provided in Annexure – B.

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

- Commercial evaluation will be done through a Reverse Auction as per the guidelines given in Annexure-A.
- After the completion of reverse auction, the bidders are required to provide the final commercial bids (FCB) by 4:00 pm next day, matching the final reverse auction price. The FCB will comprise of the Total cost for Bank (TCB) including all applicable taxes.
- L1 price will be determined after giving effect to arithmetical correction, if any.
- L1 bidder will be determined on the basis of the lowest price quoted in the final commercial bid (FCB).
- The Bank might recognize the L1 bidder for signing the contract for the scope of work defined within the RFP document.
- The indicative commercial bid shall be opened post the technical evaluation. The bids shall be opened only for the technically qualified bidders.
- The prices and other terms offered by the bidder must be firm for an acceptance period of 30 days from opening of the commercial bids.

#### 16. Clarifications of Offers

16.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.

16.2 The Bank may repeat this process of obtaining clarification till Bank is satisfied. The shortlisted bidders agree that they have no reservation or objection to participate in this process and extend their co-operation to the Bank by submitting the response to this RFP.

#### 17. **Modification / Cancellation of RFP**

17.1 The RFP is not an offer by UCO Bank but an invitation to get the response from the interested bidders for short listing the bidders for Bank's requirements.

17.2 The Bank reserves the right to cancel RFP process at any time, without thereby incurring any liabilities to the affected bidder[s]. Reasons for cancellation, as determined by the Bank in sole discretion include but are not limited to, the following:

- a. Services contemplated are no longer required.
- b. Change in the scope of work or due to unforeseen circumstances and/or factors and /or new developments.
- c. The project is not in the best interest of the Bank.



17.3 The Bank also reserves the right to modify/cancel/re-bid without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

#### 18. Responsibility for Completeness

18.1 The Bidder shall be responsible for any discrepancies, errors and omissions in the bid, or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, error and omissions in the bid and other information as mentioned above within the time schedule.

18.2 The bidder shall ensure that the solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

18.3 Willful misrepresentation of any fact within the Bid will lead to the disqualification of the Bidder without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of UCO Bank.

18.4 The Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after the award of contract.

#### 19. Signing of Agreement

Bank will enter into Agreement with the selected Bidder. The effective date shall be date of signing of agreement by the selected bidder.

#### 20. Project Execution

The Bank and the selected bidder shall nominate an Executive preferably from local office, immediately on signing of agreement, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

#### 21. Intellectual Property Rights

a) Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.



b) In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense:

[i] procure for Bank the right to continue to use such deliverables; or

[ii] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard.

c) The selected bidder shall indemnify the Bank against any claims relating to the violation of intellectual property rights, deficiency of service in all matters relating to the services and all other obligations as specified in the scope of the RFP

d) The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of the bidder.

e) Bank at its discretion may verify the records or appoint third party for verification of records and the bidder shall extend all cooperation in this regard. Reserve Bank of India and other regulatory authorities may also conduct inspection of the services provided by the respondent to the Bank.

f) The Bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/agreement, except with the Bank's written consent.

g) The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking / non-disclosure agreement as given in Annexure - 4.

h) Once Bidder agreement is executed with the L1 bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

## 22. Indemnity

The selected bidder shall indemnify the Bank against any claims relating to the violation of intellectual property rights, deficiency of service in all matters relating to the services and all other obligations as specified in the scope of the RFP. The indemnification obligation stated in this clause apply only in the event that the indemnified party (Bank) provides the indemnifying party (bidder) prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable

assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

#### 23. Assignment

The Bidder shall not assign to any one, in whole or in part, its obligations to perform under the RFP/agreement, except with the Bank's written consent.

#### 24. Confidentiality and Non-Disclosure

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking / non-disclosure agreement as given in Annexure-4.

#### 25. Amendments to the Agreement

Once Service Provider agreement is executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

#### 26. Responsibilities of the Bidder

By submitting a signed bid/response to this RFP the Bidder certifies that:

- 26.1 No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 26.2 Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with UCO Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 26.3 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the

deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore, neither accepting responsibility, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

27. Force Majeure

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

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within seven calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

28. Corrupt and Fraudulent Practices

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 in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

#### 29. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator.

The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Kolkata, India.

#### 30. Jurisdiction of the Court

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Kolkata only and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.

### **31. Adoption of Integrity Pact**

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

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

Integrity Pact (IP), in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the service providers and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract.

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

- i. Shri S. R. Raman  
1A-121, Kalpataru Gardens

i Near East-West Flyover Kandivali  
East, Mumbai - 400101 E-mail:-  
raman1952@gmail.com

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

Checklist

Vendors to verify the Checkpoints

1	Check List	
2	Bid Covering Letter Format	
3	Authorization Letter Format (for attending bid opening)	
4	Non-Disclosure agreement format	
5	Track Record in Providing Similar Service(s) to other Banks.	
6	Copy of Certificate of Incorporation, details of Registered Office, Address for communication, Key Contact Person, etc. (with attestation of the Firm / Association)	
7	Declaration in Company/Firm letter head.	

No.	Other Clauses	[Yes/No]
1	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company/Firm authorizing the person to sign the bid document is to be submitted with the Bid	
2	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
3	Whether the Bid is prepared as per the instructions provided in the RFP and is placed along with the relevant documents / Annexures in an envelope super scribed "engagement of a Consultant/ Credit Rating Agency for recalibration / design / vetting of the Internal Credit Rating Models and hoisting on Bank's portal". The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
4	Whether all Documents are submitted with Indexing & Page numbering	

Bidders to verify the above checklist and ensure accuracy of the same before submission of the bid.

Signature with Seal .....

Name & designation  
.....

Date:.....

**BID COVERING LETTER FORMAT**

Reference No:

Date:

Dear Sir,

Sub: RFP for engagement of a Consultant/ Credit Rating Agency for recalibration / design / vetting of the Internal Credit Rating Models and hoisting on Bank's portal.

Ref: Your RFP:HORM/RFP/ 0000 /2020-21 Dated: 30/04/2020

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Empanelment of Service Provider in conformity with the said RFP.

We agree to abide by and fulfill all the terms and conditions of the RFP.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

Declaration:

- a. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, in short-listing of bidders.
- b. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- c. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:

Signature with Seal

Name and Designation:



Authorization Letter Format  
(For attending bid opening)

(To be produced by the authorized person at the time of Bid Opening on the letter head of the Bidder and should be signed by the Authorised Signatory with Name and Seal of the Company)

Reference No:

Date:

Dear Sir,

Sub: RFP for engagement of a Consultant/ Credit Rating Agency for recalibration / design / vetting of the Internal Credit Rating Models and hoisting on Bank's portal.

Ref: Your RFP: HORM/RFP/ /2020-21

Dated : 30/04/2020

This has reference to your above RFP.

Mr./Miss/Mrs. \_\_\_\_\_ is hereby  
authorized to attend the bid opening of the above RFP on \_\_\_\_\_  
on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside the bid covers.

Non – Disclosure Agreement  
(To be given on the Company's Letter Head)

WHEREAS, \_\_\_\_\_ we,  
, having Registered Office at \_\_\_\_\_, hereinafter  
referred to as the Bidder, are agreeable to enter into agreement for engagement of  
a Consultant/ Credit Rating Agency for recalibration / design / vetting of the Internal  
Credit Rating Models and hoisting on Bank's portal.

WHEREAS, the Bidder understands that the information regarding the Bank's Risk  
Management Policy and data shared by the BANK in their Request for Proposal is  
confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for  
"engagement of a Consultant/ Credit Rating Agency for recalibration / design /  
vetting of the Internal Credit Rating Models and hoisting on Bank's portal" and/or in  
the aftermath thereof, it may be necessary that the Bidder has to perform certain  
jobs/duties on the Banks properties and/or have access to certain plans, documents,  
approvals or information of the Bank;

NOW, therefore, in consideration of the foregoing, the Bidder agrees to all of the  
following conditions, in order to induce the BANK to grant the Bidder specific access  
to the BANK's property/information. The Bidder will not publish or disclose to others,  
nor, use in any services that the Bidder performs for others, any confidential or  
proprietary information belonging to the BANK, unless the Bidder has first obtained  
the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other  
data shared by the BANK or, prepared or produced by the Bidder for the purpose  
of submitting the offer to the BANK for the said solution, will not be disclosed to  
during or subsequent to submission of the offer to the BANK, to anyone outside the  
BANK.

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

Date : \_\_\_\_\_ Signature with Seal .....

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

Designation : .....

**COMPLIANCE STATEMENT**

Sub: Your RFP: HORM/RFP/ 0000 /2020-21

Dated : 30/04/2020

**DECLARATION**

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Description	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)		
Scope of Work	As detailed in the RFP		

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

Date:

Signature with Seal .....

Name:.....

Designation: .....

Instructions to be noted while preparing/submitting the Bid

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

- a) Index of the entire document submitted with page numbers.
- b) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- b) Bidder's Covering letter as per Annexure-2.
- d) Documentary proof in support of the Eligibility Criteria.
- e) Non Disclosure Agreement as per Annexure-4.
- f) Track record as Service Provider with Bank / Financial Institution covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc. as per Annexure-1.
- g) Compliance statement as per Annexure-5. This statement must cover bidder's response to all the terms and conditions and Scope of Work specified in the offer document (Terms and Conditions).

**Reverse Auction Process****General guidelines**

The detailed procedure and Business rules for the Reverse auction are as follows:

- Only the technically qualified/shortlisted bidders will be invited to participate in the Reverse auction process that will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz., date and time, start price, bid decrement value, duration of event, etc. shall be informed by the Bank, before the event to the participating shortlisted bidders.
- The bidders should furnish indicative prices for the project in their Indicative Commercial Bid (ICB) for finalizing the start bid amount for "Reverse auction".
- The lowest Indicative commercial offer (total cost) or any price decided by the Bank will be taken as the starting bid of the Reverse Auction and NOT for deciding the L-1 status. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse Auction process only.
- All participating bidders at the end of the Reverse Auction process shall be required to submit the Final price (last bid price) again as detailed on the next day before 4 PM at UCO Bank, Head Office, 1<sup>st</sup> Floor, Risk Management Department, Kolkata – 700 001. Please note that, failure or refusal to offer the services at the price committed through Reverse Auction shall result in forfeiture of the Earnest Money Deposit to Bank, if any. Notwithstanding, UCO Bank reserves the right to take any other action deemed fit, including claiming damages & "Black Listing" the bidder from participating in future Tenders that would be floated by UCO Bank for a period found fit by the Bank.
- The Bank reserves the right to reject any or all proposals. Similarly, they reserve the right NOT to include any bidder in the final short-list, if found or otherwise proved to have furnished wrong details/documents, at any point of time.
- The Final Commercial Bid should give all relevant price information and should not contradict the Technical Bid and masked commercial bid in any manner.
- The bidder shall indicate on the appropriate Price Schedule, specifying the unit price of the proposed service to be delivered.
- The bidders are advised in their own interest, to quote the best possible offer for the services offered at the time of preparing Indicative Commercial Bid itself. The Indicative Commercial Bid and the final Commercial Bid shall be as per the Commercial Bill of Material form as mentioned in RFP.

**Reverse Auction Business Rules:-**

The UCO Bank, Head Office, 1<sup>st</sup> Floor, Risk Management Department, Kolkata – 700 001, proposes to conduct procurement through Online E-Auction subject to terms and conditions & schedule mentioned below:

SCOPE OF AUCTION: offer for engagement of a Consultant/ Credit Rating Agency for recalibration / design / vetting of the Internal Credit Rating Models and hoisting on Bank's portal

Schedule of Program: On-Line Auction Date & Time	Date, Time of Auction Starting & Ending time inclusive of extension time to be informed to the shortlisted vendors by email on their given contact nos.
Decrement Value	To be informed well before the Reverse Auction.
Prior extension time (minutes)	To be informed well before the Reverse Auction.
No. of Extensions & Extension time (minutes)	To be informed well before the Reverse Auction.

The Reverse Auction will be conducted through a service provider empanelled by the Bank. Usage of Digital signature is mandatory for participating through Reverse Auction Portal.

**Terms & Conditions of the Online Reverse Auction Definitions**

- Buyer: Buyer referred herein, is the UCO Bank as defined in the Section1.0 of the main RFP document.
- SERVICE PROVIDER is an e-auction service provider appointed by the Bank to facilitate virtual auction. E-Auction Service Provider will only facilitate online auction solution to process UCO Bank's procurement needs and are considered as third party not particularly interested in the item/s being purchased/procured on behalf of UCO Bank.
- Bidder - means the party or his authorized representative who has participated in the RFP / Tender Process / Reverse Auction, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions, terms and conditions of RFP. All notices to the bidders shall be sent by E-mail, during the process of this auction by the Bank and/or by the e-Auction service provider.

- All such notices sent by email by the Bank as well as by e-Auction services provider shall, therefore, be deemed as valid notices. Hence bidders are required to indicate their own corporate e-mail id.
- The bidders who are qualified for bidding prices of offered products (on the basis of evaluation of their technical offer) shall be required to participate in an electronic reverse auction process to submit their price quotations against the items covered by this tender within a limited time period on the date as announced by the Bank. Such bidders shall be allowed to participate in the reverse auction using their secured user id & password along with their digital signature to place their best bids during the auction period. The date & time for conducting the reverse auction will be duly communicated to qualified bidders in advance.
- Reverse auction is the simulation of the manual tendering process on the Internet. i.e., the eligible bidders/contractors can log on to the internet site specified by the Bank, using unique user Id & Password, which will be provided to them by the e-Reverse auction service provider appointed by the Bank and place their price bids on-line. The eligible bidders will be provided training by e-Reverse auction service provider on the methodology of submitting the bids online. Instead of a one-time best price bid, the bidders shall now be able to interact and react on the spot to the changing competitive bids, taking advantage of the intrinsic transparency in the whole process.
- During e-Reverse auction process the bidders can respond on the spot to the price trends and can offer their competitive bids. The logged in bidders will know the prevailing lowest bid at any given point of time but not the identity of the other bidders.
- The bidders can place their bids from any place for which they need a computer with a browser interface and good internet connectivity.
- Suggested system configuration for computers to be used for online bidding.
- It is suggested that hardware and software of the following specification be used by the bidders for bidding so as to enable them to have better connectivity.
  - Processor Pentium IV and above PC/Laptop with USB Ports
  - Memory minimum 512 MB
  - Operating system
  - Windows 2000 Professional
  - Windows 7 Professional
  - Browser: Internet explorer IE 6, 7 & 8
  - UPS: Suitable UPS for uninterrupted power supply.
- The Bank reserves the right not to undertake any responsibility to procure any Permission/license etc. in respect of the auction item, if it so desires.

#### Eligibility of Bidders to participate in Reverse Auction:

- Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms& conditions of Reverse Auction and submit the undertaking as prescribed in the Annexures can only participate in Reverse Auction related to the procurement for which RFP is floated.
- Bidders not submitting the above undertaking or submitting with deviations / amendments thereto will be disqualified from further evaluation/participation in the process of relevant procurement.
- Bidders should ensure that they have valid digital certificate class III (Mandatory for login and submit) well in advance to participate in the Reverse Auction. Bank and/or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
- The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by the Bank.
  - Undertaking letter for acceptance of Business Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the Annexure – 5 (Compliance Statement)
  - Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

#### Training:

- Bank will facilitate necessary training to the representatives of all eligible Bidders for participation in Reverse Auction either on its own or through the Service Provider for the Reverse Auction.
- All rules & procedure related to Reverse Auction will be explained during the training.
- The Bank/Service Provider may also conduct a 'Mock Reverse Auction' to familiarize the vendor/s with Reverse Auction process.
- Date, Time, Venue etc. of training will be advised at appropriate time.
- Eligible Bidder/his authorized nominee have to attend the training as per the schedule and at the specified venue at his/Bidders own cost.
- No request from the Bidders for change in training schedule and/or venue will be entertained.



- However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons thereof, even after its communication to the eligible Bidders.
- Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

#### Reverse Auction Schedule:

- The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders at least a week prior to the Reverse Auction date.
- Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.
- Reverse Auction will normally be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for one and half hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.
- During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the reverse auction process/proceed with conventional mode of tendering.

#### Bidding Currency:

- Bidding will be conducted in Indian Rupees (INR) for the Total Cost for the Bank (TCB).

#### Total Cost for the Bank (TCB)

- TCB refers to aggregate amounts payable by the Bank for the services.
- The TCB shall encompass but not limited to following:
  - i) Cost of the products or services etc.
  - ii) Annual Maintenance Charges / SLA Cost / ATS / SA etc.
- The TCB for the project will be defined by the concerned department in the RFP/ Bid Document.
- The L1 bidder is arrived at based on the lowest TCB in reverse auction.

- Bank will pay the TCB price to the bidder as per the payment terms defined in RFP/Bid Document.

#### Start Price

- Bidder needs to give their indicative sealed Commercial Bid to the Bank.
- Bank shall determine the Start Price for Reverse Auction-
- On its own and / or Based on the indicative price information of Total Cost for Bank(TCB) called for separately from each Bidder during conclusion of Technical Evaluation or at appropriate time before commencement of Reverse Auction.
- The start price of the services sought in online reverse auction is open to all the participating bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any bidder can start bidding, in the online reverse auction, from the decrement price. Please note that the first online bid that comes in the system during the online reverse auction cannot be equal to the auction's start price, and lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes into outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

#### Decrement Bid Value

- The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount.
- Bidder is required to quote his bid price only at a specified decremented value. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 /3/4 level of next available lower level.

#### Web Portal and Access

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- Bidders will be participating in Reverse Auction event from their own office/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by the Bidders themselves.
- In the event of failure of their internet connectivity (due to any reason what so ever it may be) the service provider or Bank will not be responsible.
- In order to ward-off such contingent situation,

- Bidders are advised to make all the necessary arrangements/ alternatives such as backup power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
- However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction.
- On account of this the time for the auction cannot be extended and Bank is not responsible for such eventualities.
- Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.
- Bank / service provider / auctioneer is not responsible for consequential damages such as no power supply, no internet connectivity, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

#### TRANSPARENCY IN BIDS

- All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

#### MASKING OF NAMES

- Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
  - Opening/Starting Price for the auction
  - Leading/Lowest Bid Price in Auction(only total price)
  - Last Bid Price placed by the respective Bidder.
  - Time left for the auction
- Names of bidders/vendors shall be anonymously masked in the Reverse Auction process.
- After completion of Reverse Auction, the service provider/auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his/their original names.

#### Finalization of the Successful Bidder

- At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup as per the RFP immediately to the Bank and to the Service provider for further proceedings.
  - Any variation between the on-line Reverse Auction bid price and signed Document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure.
- Successful Bidder has to give break-up of his last/lowest bid price as per Bid at the end of Reverse auction event within 4 PM of next working day without fail.
- Successful Bidder is bound to provide the service at their final bid price of Reverse Auction. In case of back out from providing the services as per the rates quoted, Bank will take appropriate action against such Bidder and/or forfeit the Earnest Money Deposit, debar him from participating in future Tenders/Auctions
- In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Banks standard practice.

#### Bidder's Obligation

- Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers/Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the vendor/bidders concerned from the reverse auction process.
- Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

#### Change in Business Rules, Terms & Conditions of Reverse Auction

- Any change in the Business Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- Bank reserves the right to modify/withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

## GRIEVANCES REDRESSAL

- Any aggrieved vendor/bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Bank.

## Errors and Omissions

- On any issue or area of material concern in respect of the Reverse Auction not specifically dealt within these Business Rules, the decision of the Bank shall be final and binding on all concerned.

**Indicative Commercial Bid Format**

RFP for the Engagement of a Consultant/ Credit Rating Agency for recalibration / design/vetting of the Internal Credit Rating Models and hoisting on Bank's portal

Sl. No.	Description	Unit Price	Applicable Tax	Total Price (Including Applicable Tax x Unit Price)
1	Model No 1	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
2	Model No 2	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
3	Model No 3	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
4	Model No 4	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
5	Model No 5	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
6	Model No 6	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
7	Model No 7	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
8	Model No 8	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
9	Model No 9	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
10	Model No 10	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
11	Model No 11	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
12	Model No 12	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
13	Model No 13	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
14	Model No 14	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
15	Model No 15	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
16	Retail Products	Rs 0,00,000.00	Rs 0,000.00	Rs 0,00,000.00
Total Cost for Bank(TCB) including all applicable taxes				Rs 0,00,000.00

**PRE-CONTRACT INTEGRITY PACT**

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

Whereas, UCO Bank, a body corporate constituted under the Banking companies Acquisition & Transfer of undertaking Act, 1970, as amended by the Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata - 700 001 acting through its Risk Management Department, represented by Authorized Signatory hereinafter referred to as the Buyer and the first party, proposes to engage a Consultant/ Credit Rating Agency for recalibration/design/vetting of the Internal Credit Rating Models and hoisting on Bank's portal, hereinafter referred to as Bank.

And

M/s\_\_\_\_\_ represented by\_\_\_\_\_ Authorized signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Services.

1. Whereas the Bidder / Seller is a private company / public company / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "Parties", as the context may require.

**2. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract with Service Provider for Accessing their Portal for collecting Information on Credit Management and the Bidder / Seller is one amongst several bidders / Proprietary Vendor / Customer Nominated Source / Licensor who has indicated a desire to bid in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**3. Commitments of the Buyer**

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

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

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

#### 4 Commitments of the Bidder(s) /Seller(s):

4.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) / Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the



Bidder(s) / Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

(iv) The Bidder(s) / Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any. Further, the Bidder / Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) / Sub-contractor(s).

4.2 The Bidder(s) / Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder / Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) / sub-contractor(s).

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

#### 4.4 Agents / Agency Commission

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

## 5. Previous Transgression

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

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

## 6. Company Code of Conduct

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

## 7. Sanctions for Violation

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

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

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

## 8. Compensation for Damages

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

8.2 If the Bank has terminated the contract according to Clause 8, or if the Bank is entitled to terminate the contract according to Clause 8, the Bank shall be entitled to encash the Bank Guarantee, if furnished by the Bidder / Seller, in order to recover the loss caused to the Bank for undelivered Services.

## 9. Independent External Monitor(s)

9.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

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

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

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

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

9.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

9.7 The word "Monitor" would include both singular and plural.

## 10. Law and Place of Jurisdiction

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

## 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 provision of the extant law in force relating to any civil or criminal proceedings.

## 12. Integrity Pact Duration

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

## 13 Other Provisions

- 13.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 13.2 The Bidders (s) / Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 13.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 13.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
14. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
15. In the event of any contradiction between the Integrity Pact and its Annexures, the Clause in the Integrity Pact will prevail.

16. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
(Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER  
Signature:  
Authorized Signatory  
Risk Management Department

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

**PROFORMA FOR DEED OF INDEMNITY**

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

This Deed of Indemnity executed at ..... on the \_\_\_\_ day of \_\_\_\_ by M/s \_\_\_\_\_ (hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

**IN FAVOUR OF**

UCO Bank, a body corporate constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970, having its Head Office at No. 10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "UCO Bank"), which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank.

**WHEREAS**

1. The Obligor has

- A. Offered to provide solution with the specifications as prescribed in the Agreement / Contract dated \_\_\_\_\_ during the period of one year from the date of Agreement. The Supply of solution by the obligor is herein after referred to as "Service".
- B. Agreed to engage as a Consultant / Credit Rating Agency for recalibration / design / vetting of the Internal Credit Rating Models and hoisting on Bank's portal by them in terms of the Agreement / Contract dated \_\_\_\_\_ and respective Purchase Orders issued from time to time during the warranty period of 12 months and also during the post warranty period if required at the discretion of UCO Bank.
- C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for engagement of a Consultant for recalibration / design / vetting of the Internal Credit Rating Models and hoisting on Bank's portal.
- D. Represented and warranted that the aforesaid supply/services offered to UCO Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will

be got remedied immediately during the installation, maintenance and contract period to the satisfaction of UCO BANK.

E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract / Agreement with UCO Bank.

2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of UCO Bank indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to UCO Bank as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

3. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of UCO BANK as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of UCO BANK having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO Bank, including its respective Directors, Officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of Services, provided to the Bank. The Obligor shall also indemnify and keep indemnified UCO

Bank against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.

- (4)** If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5)** The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, Bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- (6)** The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to UCO Bank).
- (7)** This indemnity shall survive the aforesaid Agreement.
- (8)** Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9)** This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (10)** UCO Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO Bank

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (\_\_\_\_\_)

By the hand of (\_\_\_\_\_) the authorized official of the Obligor)



**Format of Bank Guarantee (EMD)**

To  
UCO BANK,  
Risk Management Department,  
1<sup>st</sup> Floor,  
10 B T M Sarani,  
Kolkata – 700 001

Dear Sirs,

In response to your invitation for Request for Proposal (RFP) for Engagement of a Credit Rating Agency for recalibration/design/vetting of the Internal Credit Rating Models and hoisting on Bank's portal we, M/s-----having the registered office at \_\_\_\_\_ (herein after called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection of bidder for recalibration/design/vetting of the Internal Credit Rating Models and hoisting on Bank's portal

Whereas the 'Bidder' has submitted the proposal in response to the RFP, we, the \_\_\_\_\_ having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of Rs.1,00,000/- (Rupees One Lakh only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be forced/invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO Bank the said amount of Rupees One lakh without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs.1,00,000/- (Rupees One Lakh only).
2. This Bank Guarantee will be valid upto \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or



before\_\_\_\_\_.

In witness where of the Bank, through the authorized officer has set its hand and stamp on this\_\_\_\_day of\_\_\_\_at\_\_\_\_\_.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank.

Authorised Official

**(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation).**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE****(To be stamped in accordance with the Stamp Act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Head Office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata – 700 001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order / Letter of Intent bearing no. ....dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only). We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.
2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the SELECTED BIDDER for

payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.

4. We, .....[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We ..... [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.
7. We, ..... [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the prior consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.
- b. This Bank Guarantee shall be valid upto .....and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee including claim period).

8. Dated the ..... day of ..... for ..... [indicate the name of Bank]

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

**NOTE:**

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.