



Request for Proposal (RFP)
for
Empanelment of Advertising Agencies

Reference Number: UCO/CC/RFP/01/2018-19

Dated : 13th SEPTEMBER 2018

UCO BANK

HEAD OFFICE: 10, B T M Sarani, Kolkata – 700 001
(West Bengal)

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MOST IMPORTANT DATES FOR BIDDERS

Sl. No.	Subject	Date/Time
1.	RFP Ref. Number & Date	UCO/ CC/RFP/01/ 2018-19 Dated 13/09/2018
2.	Description of RFP	Selection of Advertising Agencies for Empanelment.
3.	Address for submission of Bid & Place of Opening of Bids	General Manager, Corporate Communication UCO Bank, Head Office : 10 , B T M Sarani, Kolkata – 700 001 Phone:033-22343514
4.	Website address E-mail address	www.ucobank.com hocc.calcutta@ucobank.co.in
5.	Date of Issue	13 SEPTEMBER 2018
6.	Last Date & Time of Submission of Queries	24 SEPTEMBER 2018
7.	Date & Time by when Bank will respond to the clarifications sought by Bidders.	26 SEPTEMBER 2018
8.	Last Date of Submission of Applications	5 OCTOBER 2018
9.	Application Fee	Rs.25,000/- (Rupees Twenty Five Thousand Only) Non-refundable and to be paid by way of Demand Draft in favour of UCO Bank payable at Kolkata



A. Introduction:-

UCO Bank is one of the leading Public Sector Banks having Pan India presence. The Bank was founded on 6th January 1943 and nationalized on 19th July 1969. UCO Bank is a Public Sector Banks with the Government of India holding major stake of its Capital. UCO Bank, hereinafter referred to as "Bank" has its Head Office at 10, B T M Sarani , Kolkata – 700 001.

UCO Bank has 42 Zonal Offices and 3104 numbers of Domestic Branches with overseas presence at Hong Kong, Singapore and representative office at Iran and 2769 ATMs as on 31.03.2018. The Bank's branch network is spread across all States and Union Territories comprising of 1075 Rural, 821 Semi Urban, 608 Urban, 600 Metro Branches. All the 3104 branches in India are networked on the Core Banking Platform and spread across all the major centers in all population groups across the country.

UCO Bank aspires to create worldwide Brand recognition and to reach out/attract attention of maximum number of existing, prospective Customers & Stakeholders and inform them about various products/ services of the Bank along with their respective benefits in timely and appropriate manner so accordingly Bank use the services of Advertising Agencies for smooth flow of Advertisement and Publicity related works.

Keeping in view of above, UCO Bank invites proposals from the reputed and qualified Advertising Agencies for empanelment to the Bank's panel for rendering the services as mentioned herein.

B. Broad Scope of Work:-

Bank invites proposals from eligible Advertising Agencies with the view of entering into Empanelment of Advertising Agencies for below mentioned broad categories of the work :-

- a) Suggestions/ preparation of plans for different communication campaigns from time to time.
- b) Creation of appropriate communication campaigns.

- c) Preparation of artwork for different communication campaigns, brochures, posters etc.
- d) Preparation of artwork for hoardings, banners, posters and designs of all other outdoor media communication.
- e) Preparation of TVC, Radio Jingle and Corporate Film for the Bank.
- f) Release of advertisement in print, electronic media and in digital medium.
- g) Designing of leaflets, annual reports, bulletins, house journal, newsletters, brochures, booklets etc.
- h) Designing and releasing of advertisements classified/tender notices/statutory ads.
- i) Organising events for the Bank whenever required.
- j) Any other work related to corporate publicity, media campaign, preparation of media plan for Print & Electronic Media and Road Map for popularizing UCO Bank as a Brand and would also be forming part of the scope of work as decided from time to time.

Details of the objectives, eligibility and qualification criteria, data & documents required to be submitted along with RFP, criteria that would be adopted for evaluation of the responses/ short listing as well as other relevant information is contained in this document. The RFP document can be downloaded from the Bank's website www.ucobank.com.

C. Objectives:-

- a) This RFP is drafted with an objective to invite applications from Advertising Agencies for empanelment with the Bank, subject to fulfilling the eligibility criterion stipulated in Clause "D" for carrying out work related to print, electronic, digital media and other works which are part parcel of Advertisement or incidental thereto."
- b) Once the responses to the RFP are received, the Bank will start the evaluation process and finalize the panel of Advertising Agencies who will satisfy the Eligibility criteria.

D. Eligibility Criteria (All mandatory provisions) :-

"It is mandatory for the agencies to ensure that they are fulfilling the eligibility criterions specified herein. The Agencies not found meeting out minimum eligible criterion will not be considered for further evaluations for empanelment with the Bank."

SL.NO.	Eligibility Criteria
1	Total Average business turnover of the Agency in the last 3 consecutive financial years i.e. F.Y. 2015-16, 2016-17 & 2017-18 shall be minimum Rs.25 crores as per Audited Balance Sheets and FY 2017-18 provisional Balance Sheet is acceptable subject to submission of Audited Balance Sheet, once shortlisted.

2	The Agency should have a Pan India presence with office at least in three major metros.
3	The Agency should have full accreditation with Indian Newspaper Society(INS), accreditation registration with Doordarshan(DD) and All India or Radio(AIR) as on date of RFP
4	The Agency should have experience of at least 15 years of working on Advertising in Banking Industry with sufficient staff strength, with full back office support of technical staff viz. creative director, visualisers, designers, copywriters, media planners etc.
5	The Agency should be an empanelled Advertising Agency currently for at least 5 Banks / Financial Institutions out of which 3 should be Public Sector Banks.
6	The Agency should have full-fledged office in Kolkata.
7	The Agency shall have an independent creative and media planning team in Kolkata and facilities to plan & execute campaigns in all types of media viz. Newspapers, Magazines, TV, Radio, Digital/Social media, Outdoor, any other emerging media etc.
8	The Agency should have the resources to handle multi-lingual publicity campaigns, with proficiency and proof reading facilities in all major Indian Languages.
9	The Agency shall not have been blacklisted/debarred by any Central/State Government/Public Sector Undertakings/Banks/Regulators/ Statutory Body and the Agency should submit a Declaration-Cum-Certificate as per the format (Annexure-4).
10	The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.
11	Agency preferably should be a full service agency offering various services including media buying services (either as an integral part of the agency or group company/subsidiary).
12	The Agencies who are presently empanelled in the Bank and in the past, their dealings with us must be satisfactory.
13	The Applicant's Firm should not be owned or controlled by any Director or Employee or Relatives of UCO Bank.

E. Terms and Conditions:-

Sln.	Particulars
1	Agencies will be empanelled for the period of three years and further extension of empanelment will be at the sole discretion of the Bank. The empanelment of the Advertising Agencies will be reviewed annually, depending on satisfactory performance of the Agencies.
2	The Bank will have right to remove any agency from the empanelled list without assigning any reason whatsoever and without any cost & compensation therefore. Bank also reserves the right to modify the terms and conditions for empanelled agencies.
3	The empanelled Advertising Agency is expected to maintain high level of

	professional ethics and will not act in any manner, which is detrimental to Bank's Interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. Bank reserve the right to impose penalty in case of any violation of the above.
4	The agency should be able to execute order at short notices and even on holidays.
5	For selection of artwork for print media or for preparation of TV commercial, bank will invite concept from all empanelled agencies and release order will be given to the agency as per extant policy of Bank
6	Selection of artwork will be entirely on Bank's discretion and the Bank will not pay charges for submission of artwork or preparation of TV commercial to any agency. However the Bank will bear the cost of the production of the selected TV Commercial.
7	Artwork/ Commercial once selected will be the property of the Bank and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned advertising agencies or paying any commission. Agency has to provide original soft copy of open file to the Bank. The agency can't use the concept, artwork, picture, film and jingle for other clients once the Bank selects it.
8	Bank reserves the right to make necessary modification to the selected artwork, concept, film etc.
9	Applications received after due date & time or without prescribed documents will be rejected.
10	Bank reserves the right for rejection of any/all applications or have empanelment done otherwise without assigning any reason whatsoever. All decisions taken by the bank would be final and no further representation in this regard will be entertained.
11	The empanelled Agency will be paid the expenses incurred by them during their services on the due submission of an itemized bill. The price quoted in the Bill will be inclusive of GST or any other applicable taxes as may be applicable from time to time.
12	No binding Legal Relationship will exist between any of the Agencies who has submitted the bid/ tender in pursuant to this document and the Bank until execution of a contractual agreement to full satisfaction of the Bank.
13	<p>The Bank may, without prejudice to any other remedy as may be available for breach of contract, by providing a one month written notice to the Agency, may terminate the contract in whole or in part, once any default is noticed.</p> <ul style="list-style-type: none"> a) if the empanelled agency fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request , or any extension thereof granted by the Bank; b) If the empanelled agency fails to perform any other obligation(s) under the Contract. <p>In the event, the Bank terminates the contract in whole or in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another Agency of its choice, by giving one month's notice</p>

	and in that eventuality the Agency is bound to make good the additional expenditure, that the bank may have to incur in executing the remaining part of the contract.
14	The empanelled agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time. Agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI). Agency shall keep informed UCO Bank about any change in accreditation status of the agency with INS, Doordarshan, AIR etc.
15	All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the bank shall be with UCO Bank unless otherwise stated explicitly & agreed by UCO Bank at the time of accepting the layout. The agency shall indemnify UCO Bank against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc incurred by UCO Bank.
16	The empanelled Agency at its own cost will defend or settle any claim against UCO Bank to the effect that the empanelled Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
17	In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / the Bank any of the commission already paid to the Agency or any other loss that might be incurred by the Bank.
18	UCO Bank through its authorized officers shall have right to inspect the services regarding conduct of Advertising services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
19	UCO Bank reserves the right to disqualify such agencies who have a record of not meeting contractual obligations against earlier contracts entered into with UCO Bank.
20	UCO Bank reserves the right to blacklist an agency for a suitable period in case the agency fails to honour its bid without sufficient grounds.
21	In case UCO Bank desires the advertisement or other services to be published/ broadcasted in any other regional languages, free translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.
22	The Agencies should enter into an integrity Pact with the UCO Bank .The Agreement will be as per Annexure-5
23	The selected Agency/Bidder shall indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or

	<p>suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.</p> <p>The selected Agency/Bidder shall indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.</p> <p>The selected Agency/Bidder shall indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.</p> <p>All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.</p>
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F. Submission of Application:-

The Complete application in sealed cover super scribed, as "Application for Empanelment of Advertising Agencies 2018 " along with necessary documents to be submitted to:

To
Deputy General Manager
Corporate Communication Department,
6th Floor, UCO Bank, Head Office,
10, BTM Sarani, Kolkata-700 001.

Agencies applying for empanelment may please note that the non refundable application fee is **Rs.25,000/- (Rupees Twenty Five thousand only)** is to be enclosed with the application in the form of Pay order or Demand Draft in favour of UCO Bank payable at Kolkata. Applications will be accepted by the Department from 13 September 2018. No application will be accepted after the due date.

Last date for submission of application is 5th October 2018 upto 5 pm.

Application is liable to be rejected if:

1. The documents submitted are incomplete.
2. It is received after the expiry of due date and time stipulated for application submission.
3. Application Fee has not been paid.
4. The Agencies not fulfilling the criterion defined in the draft RFP will be rejected summarily at the sole discretion of the Bank.

G. Conflict Of Interest:-

- a) UCO Bank requires that empanelled agencies provide professional, objective and impartial services and at all times hold UCO Bank's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from the Bank.
- b) Empanelled agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of UCO , or that may reasonably be perceived as having this effect. If the Empanelled Agencies fail to disclose said situations and if UCO Bank comes to know about any such situation at any time, it may lead to the disqualification of the Empanelled Agencies during bidding process or the termination of its Agreement during execution of assignment.

H. Clarification and Amendment of the RFP:-

The Bidder may request for a clarification on any clause in the RFP document up to 24 September 2018. Any request for clarification must be sent through writing/ by standard electronic means to General Manager, Corporate Communication Deptt., UCO Bank, Head Office, Kolkata (e mail id: hocc.calcutta@ucobank.co.in). The Bank will respond in writing or by standard electronic means. If found necessary, Bank will upload the responses on its website as per time lines mentioned earlier and the Bank's reserves the right to issue necessary corrigendum in light of the clarifications given/obtained by the Bank.

At any time before the submission of Proposals, the Bank may amend the RFP by issuing an addendum and hosting it on the Bank's website. The addendum will be binding on all the Bidder and will give reasonable time to take an amendment into account in their Proposals, the Bank may, if the amendment is substantial, extend the deadline for submission of Proposals.

I. Modifications/ Cancellation of Bid :-

The Bank reserves the right to reject the Bid if,

- 1. The Agency is not found eligible as per the criteria mentioned in the RFP.
- 2. The document submitted by the Agency if found incomplete, as per the requirement mentioned in the RFP.

3. The Conditional submission of interest/bid is not acceptable and liable to be rejected at the sole discretion of the Bank.
4. Agency fails to submit desired information in the given Format.
5. Any information submitted by the bidder is found to be untrue/fake/false, the bid/interest is liable to be rejected.
6. The Bidder fails to provide clarification/ supplementary information sought by the Bank for evaluation within specified time, the bid/interest will be liable to be rejected.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever and without any cost & compensation therefore. The Bank may abort the entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

The deadline for submission of the Proposals is mentioned in “**Most Important Dates for Bidders**” on **Page 3 of the document**. Proposals received after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

J. Proposal Validity:-

All Proposals shall be valid for a period of 180 days from the last date of submission as mentioned in the page no 3. The Bank will make its best effort to complete the process within the specified time period. However, should the need arise the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals. Under such circumstances, Bank shall not consider such proposal for further evaluation.

- ☐ The last date of submission of RFP is on or before 5th October 2018 upto 5 pm. No proposal will be accepted after this date and time.
- ☐ Bank will not be responsible for any postal delays and submission of the RFP by way of e-mail is not acceptable. Agencies are suppose to submit the RFP in hardcopy format in original along with one set of photocopy and 2 soft copies by means of CD. The documents in the CD should be in MS Word format only.
- ☐ Agencies who will meet the minimum eligibility criteria as specified in the RFP, will be selected for the evaluation process.
- ☐ Bank may call for any additional information as per requirement of the Bank.

K. Documents Required To Be Submitted:-

Copies of Documents required to be submitted along with the proposal and all the documents should be Self Attested & Signed by the Authorized Signatory of the concerned Agency:

1. Certificate of Registration, PAN Card, GST Registration;
2. Memorandum / Articles of Association / Constitutional documents / Partnership Deed (as applicable)
3. The Audited Balance Sheet, Profit & Loss A/c and Auditors Report for last three Financial Years i.e. 2015-16, 2016-17, 2017-18 to be enclosed;
4. Latest Certificate of full accreditation with INS, latest certificate of accreditation or registration with Doordarshan & All India Radio.
5. Office Address Proof of Kolkata, Mumbai, Delhi Offices and other offices, if any, viz. Electricity Bill, MTNL/BSNL Landline No., Shop & Establishment License, registered rent agreement/registered leased deed etc.
6. List of Employees – Branch Office wise & Break up of Permanent or on retainership basis employees.
7. List of Banks/Public Sector Undertakings (PSU)/Financial Institutions(FI) or any other major corporates in Banking, Financial Services & Insurance(BFSI) sector where agency is currently empanelled. Certificate of Empanelment from concerned Bank/PSU/FI/Corporates in BFSI as Annexure-2 (not more than 30 days old) in support thereof to be enclosed.
8. Satisfactory performance certificate from the Advertiser/client as per Annexure-3 is to be submitted.
9. Declaration-cum-Certificate on the letterhead of the Agency as per Annexure -4 stating that:-
 - No overdue to any publication/electronic/digital/any other media for more than 90 days;
 - The agency has not been blacklisted by any Central/ State Government / Public Sector Undertakings/ Banks/ Indian Banks' Association/Reserve Bank of India or any other Corporate(s) or regulatory Authority
 - No legal, civil, criminal, taxation and other cases pending against the firm/ Company that may have an impact affecting or compromising that may have an impact affecting or compromising the delivery of services required.

L. Evaluation Process :-

Bank will formulate a committee(s) for making evaluation. This committee(s) will evaluate the application submitted by the applicant and the agencies fulfilling the Eligibility Criteria will be shortlisted for making presentation. The Bank reserves the right to accept or reject any application without assigning any reason whatsoever. No correspondence will be entertained with regard to the short listing and empanelment process.

The process of evaluation is detailed hereunder:

- All the bids (applications) will be evaluated based on "Eligibility Criteria" mentioned under point no. D. Bank will short-list those agencies which are satisfying the eligibility criteria in all respects and declare the agencies which are technically qualified for further evaluation.
- The above short-listed agencies will be advised to make a presentation to the Publicity Committee on their capabilities, experiences, etc and showcase their work done for other clients. These agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for the UCO Bank, outlining the agency's understanding of the bank. The broad (indicative) evaluation criteria are as below:

Sr.	Criteria
1	Average Turnover for the last three financial year
2	Recent creative work done for other Banks
3	The Agency 's understanding of the needs of the Financial Sector
4	Recent posters/brochures on product designed by the Agency for other Banks
5	Artwork/TV Commercials/Radio Jingles made by them for other corporates
6	Availability of Infrastructure Facilities
7	Empanelment with PSUs/PSBs/BFSI
8	Experience in Advertising Business/Awards won etc
9	Media Buying Capabilities

Based on the above evaluation, Committee will assign marks to all the above agencies and rank them accordingly. Based on a minimum marks fixed by the Bank, at its discretion, Bank will short-list agencies and these agencies will be called "Qualified Agencies".

In case the successful bidder is not agreeable to signing the service level agreement or impose any conditions not acceptable to the Bank or communicate any changes from its stated responses in the RFP or presentation made to the Bank which may not be acceptable to the Bank, the Bank on its sole discretion may select the next ranked bidder for empanelment. Here, it would be pertinent to mention that Bank shall be within its rights to stipulate such terms and conditions as it may deem fit, including the best practices to be followed by the Agencies.

M. Preparation of Proposal:-

In preparing their Proposal, Bidders are expected to examine in detail the documents required as per RFP and submit their Bid along with all documents as mentioned under RFP. Material deficiencies in providing information as requested may result in rejection of a Proposal.

While preparing the Proposal, the Bidder must give specific attention to the following:-

- a. The data should be furnished strictly in accordance with the format specified.
- b. All monetary numbers should be mentioned in Indian Rupees.
- c. Denomination in INR Lakhs is preferred for large numbers.
- d. Annual numbers for Indian operations should be for Fiscal Year ending March 31'2018 unless otherwise specified.
- e. All enclosures and documents required as per RFP are to be submitted as enclosures.

Submission of the data in the wrong type of formats will result in the Proposal being deemed non-responsive.

N. Submission, Receipt and Opening of Proposal :-

The original bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders while providing required information. The person, who has signed the proposal, must initial such corrections.

An authorized representative who would be signing the Submission Letter shall initial all pages of the original Bid Document with seal/stamp of the Company/LLP/Firm/Proprietor/OPC etc."

The Bid documents along with the data as per the formats mentioned in the Data Sheet must be submitted in a single sealed envelope duly super

scribed as ***“UCO Bank – RFP for Empanelment of Advertising Agencies”***.

UCO Bank being a Public Sector Bank and the Bank and its Officials are bound by guidelines of governance and transparency in Selection Processes. The Bank has undertaken the RFP process to ensure that there is transparency and fairness in the process of selection of suitable Advertising Agencies.

Therefore, from the time the Bids are opened to the time the Bidders are shortlisted, the Bidder should not contact the Bank or any officials of the Bank on any matter, except to seek clarifications or respond to the queries of the Bank in writing or email. Any effort by Bidders to influence the Bank in the examination, evaluation, ranking of Bids, and recommendation for award shall result in the rejection of the Bidders' Proposal. The Bank reserves the right to seek any clarifications from the Bidders relating to the Bid.

O. Other Terms and Conditions:-

(1) Force Majeure:

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

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

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

(2) Confidentiality:-

The selected Bidder shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The Bidder shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. The Bank is entitled to be indemnified by the Bidder for any loss/damage to reputation and / or for any breach of confidentiality. The information referred to shall include but not be restricted to any and every information concerning the Bank and its customers which the Bidder comes to know only on account of his being associated with the Bank through the contract which the Bidder otherwise would not have had access to. The Bidder shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the Bank. Any reproduction of this RFP by Xerox/Photostat/Electronic or any other means is strictly prohibited without prior consent of the Bank.

(3) Resolution of disputes: -

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

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

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata or any other place of Bank's choice and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to

arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

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

(4) Disclaimer :-

This document is meant for the exclusive purpose of bidding as the Specified Terms, Condition and Scope indicated shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued. This tender subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

5. Arbitration: -

Any controversy related to the bidder under and pursuant to the Agreement signed between Bank and the bidder, the interpretation thereof or its breach shall, if not resolved by mutual discussions between the parties, be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted in Kolkata and in English language. The Arbitral Tribunal shall be composed of one Arbitrator to be appointed by each Party and a third Umpire appointed by such Arbitrators. Each Party shall bear the costs, fees; etc of the arbitrator nominated by them and shall equally bear the costs of the Umpire.

6. Inspection of Records: -

All Bidder records with respect to any matters covered by this tender shall be made available to Bank at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

7. No Erasures or Alterations:

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

PARTICULARS FOR EMPANELMENT OF ADVERTISING AGENCIES – (To be submitted by advertising agencies on their letter heads)

**Dy General Manager,
Corporate Communication Department,
6th Floor, UCO Bank, Head Office,
10, BTM Sarani, Kolkata-700 001.**

Dear Sir/Madam,

We hereby offer to submit our request for empanelment of advertisement agency of the UCO Bank as per RFP Notice no. _____ for "Empanelment of Advertising Agencies". We unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have enclosed an Account Payee Demand Draft / Pay order of Rs.25,000/- (Rupees Twenty Five Thousand Only) towards Earnest Money Deposit (EMD) in favour of UCO Bank payable at Kolkata.

Our brief profile is as under:

Sr.	Particulars	Details/Remarks
1	Name and contact details of Head Office Agency	
2	Contact and address details of Agency In Kolkata(Refer pt.5 of Section K)	
3	Contact and address details of Agency other offices	
4	Legal status of Agencies (Proprietor/Partnership/Private Ltd./Public Ltd.) Proof to be attached	
5	Year of establishment	
6	Accreditation details	
7	Name of Managing Director, Directors, top management / key personnel	
8	The contact details of officials proposed for handling UCO Bank account (separate sheet may be enclosed with Bio-data and other details)	
9	List of clients presently serving. (A comprehensive list of important clients, including those of PSU/ Government Client	

	(Certificates / Testimonials to be enclosed)	
10	Name of banks currently empanelled with (Certificates / Testimonials to be enclosed)	
11	Have you served UCO Bank recently or in the past, if so, please attach copy of appointment of empanelment and other suitable proof.	
12	Details of awards in print media / visuals from the reputed publications like ASCI etc . (attach copies of certificates).	
13	Why do you think that you are suitable for empanelment with UCO Bank	
14	Infrastructure facility available with the agencies. Are you a full service agency or limited service agency No of persons working (Separately for different offices) Whether Art Department Exists No of Creative team member. If full fledged studio exists (Details) Language Translation Facility Recording Facilities. Number of Media Experts Media survey subscription. Research/ Analysis Tools Power Back up Any other	
15	Financial details Total Billing for the past three years (Attached certified copy of Audited Balance sheet, P& L A/c and Income Statement)	
16	PAN of the Agency	
17	GST of the Agency (Attach Copy)	
18	Tan No. (Attach Copy)	
19	Principal Banker & their Address	
20	Banker's Cheque/ DD Detail	
21	Any other information that the agency would like to submit	If needed, the agency can use separate sheets explaining these points

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

I/we certify that if appointed for empanelment, I/we shall appoint separate teams for any competing clients who are in the same business as UCO Bank to avoid clash of interests and maintenance of secrecy.

In case at any stage, it is found that the information given by me/us is false/incorrect, UCO Bank shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

(Signature of the Authorized person)_____

Full name of the Authorized person : _____

Designation : _____

Seal of the firm

Annexure 2

(On letterhead of the Company duly stamped and signed)

Date :

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s..... is our empanelled
advertising agency for more than Years.

The performance of the agency is satisfactory during their tenure with us.

(AUTHORISED

SIGNATORY) NAME :

DESIGNATION:

Annexure 3

(On letterhead of the Bank/Company duly stamped and signed)

Date :

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s.....
has satisfactorily completed the
Media campaign of our bank/company during the period from
..... To

(AUTHORISED

SIGNATORY) NAME :

DESIGNATION:

Annexure 4

(On the letterhead of the Agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is certify that our Agency does not owe any money to any Publication/TV Channel/Radio or any other media for more than 90 days and our Agency has not been backlisted by any Central/State Government/Public Sector Undertakings/Banks/RBI/IBA/any other Corporates/any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against the Company/Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)

NAME :

DESIGNATION

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20__ between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is aDepartment performing its functions on behalf of UCO BANK.

Now, therefore, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

- The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the

contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual or company in respect of any such intercession, facilitation or recommendation.
- The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

- The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit)

- While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favour of _____;
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact
- No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

- Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall

stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of four years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- The BUYER will be-entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any

one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Fall Clause

- The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

- The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.
- The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

Facilitation of Investigation

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

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

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

Validity

- The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at -----on-----.

BUYER

Name of the Officer

Designation

Deptt

Witness

1.

2.

BIDDER

Authorised Signatory

Witness

1.

2.