

# Expression of Interest (EOI) for Empanelment of FinTech Companies (E-tendering)



**UCO BANK, Head Office-2  
Department of Information Technology  
7<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1,  
Salt Lake, Kolkata-700 064**

**EOI Ref. No: UCO/DIT/EOI/140/2024-25 Date: 22/04/2024**

The information provided by the bidders in response to this Expression of Interest (EOI) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, cancel, rescind or reissue this EOI and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this EOI without assigning any reason whatsoever.

This document is prepared by the Bank for its Expression of Interest (EOI) for Empanelment of FinTech Companies. It should not be reused or copied or used either partially or fully in any form.

## **Disclaimer**

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

## **INTRODUCTION & OBJECTIVES**

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, hereinafter called "The Bank", is one of the leading public sector Banks in India having more than 3200+ Domestic Branches, two Overseas Branches one each at Singapore & Hong Kong Centres. All the branches of the Bank are CBS enabled through Finacle 10. x as a Core Banking Solution.

Bank intends to capture FinTech momentum with an aim to bring together FinTech start-ups, incubators, business proponents and mentors. Bank has formulated a guiding framework to define a prudent and balanced approach towards engagements of competent and viable FinTech entities for the projects demanding expertise and innovation.

Bank has already collaborated with a number of FinTech companies so as to integrate with the innovative and readily available solution for further enhancing the efficiency of the existing functionalities and to improve the customer experience. Bank intends to further extend the spectrum of these collaborations with more FinTech companies so that new horizons of innovations may be explored and Bank's FinTech journey may be broadened with new partners. Bank will ask for quotations from the empaneled companies for various requirements and a suitable partner will be selected subsequently. Bank may collaborate on CAPEX/ OPEX/ Mixed model depending upon the solution sought from the FinTech companies.

Please note, this is the first stage of multiple-stage procurement process. The objective of this EOI is to identify and pre-register eligible applicants who are interested in providing the proposed solution and have suitable capacity and experience.

This EOI does not claim to cover all information that each Bidder may require. Each Bidder may conduct its own independent interpretation/ investigations and analysis of the information shared vide this EOI. The bidder can check the accuracy, reliability and completeness of the information in this EOI. The information contained in the EOI document is selective and is subject to subsequent updating, expansion, revision and amendment.

**CONTROL SHEET TABLE**

<b>EOI Reference</b>	<b>UCO/DIT/EOI/140/2024-25 Date: 22/04/2024</b>
<b>Date of issue of EOI</b>	<b>22/04/2024</b>
<b>Date of Commencement of Sale of EOI Document</b>	<b>22/04/2024</b>
<b>Pre-Bid queries to be received only online at hodit.proc@ucobank.co.in</b>	<b>On or before 29/04/2024 up to 05:00 PM</b>
<b>Pre bid Meeting through online mode</b>	<b>30/04/2024 at 3:30 PM</b>
<b>Last Date and Time for receipts of EOI</b>	<b>14/05/2024 at 04.00 PM</b>
<b>Opening of EOI</b>	<b>14/05/2024 at 04.30 PM</b>
<b>Address of Communication</b>	<b>UCO BANK, Head Office-2 Department of Information Technology, 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064</b>
<b>Address for support for Online RFP/Process of submission of tender documents</b>	<p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website</p> <p><b><a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a></b></p> <p>Following activities will be conducted online through above website:</p> <ul style="list-style-type: none"><li>a) Submission of Eligibility/Technical Bid &amp; Commercial Bid by the bidder</li><li>b) Clarification, if any, sought by the Bank</li><li>c) Opening of Eligibility/Technical Bid by the Bank</li><li>d) On-line evaluation by the Bank.</li><li>e) Opening of Commercial Bid by the Bank &amp; On-line evaluation.</li></ul> <p>Representatives of bidders will be given training for e- Tendering by the Service Provider, M/s Antares Systems Ltd.</p> <p>* Bidders who wish to participate in online tenders will have to register with the website <b>(<a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a>)</b> through the "Register" link provided on the home page. Bidder will create login id &amp;</p>

password on their own in registration process.

\* Following facilities shall be provided to registered bidders by the service provider M/s Antares Systems Ltd:

- a) Support to the Bidders for participating in the bids through e-tendering Website.
- b) Call center support/ email/ phone/mobile etc. in all possible medium.
- c) Registration with the e-tendering website.
- d) User Manual / Training Kit to the Bidder.
- e) Any no. of users of Bidder organization can take support on the e-tendering system.
- f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same.

Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

M/s Antares Systems Ltd.  
Registered Office at: #137/3, 'Honganasu' Kengari, Bangalore – 560060.  
Phone: - 080-45982100  
Fax: - 080-49352034

Help Desk:  
9073677150/9073677151/9073677152/ 033-46046611

Contact Person: Mr. Kushal Bose  
Mobile No: 96747-58719  
E mail: helpdesk857@etenderwizard.com  
Mr. Biswajit Chakraborty  
Mobile No: 96746-08723  
E mail: helpline1tenderwizard@gmail.com  
(On working days: 0900 hours–1800 hours) e-mail:

	<p>Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.</p> <p>h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid</p>
<b>Email address</b>	<b>hodit.proc@ucobank.co.in</b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel: 033-44559324/9770</b>

**Note:** Bids will be opened through e-tendering portal as per date and time in bid control sheet. In case the specified date of submission & opening of Bids is declared 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 **4:30 p.m.** UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

All the documents executed on non-judicial stamp paper on or before bid submission date at following address:

**Chief Manager (IT)**  
**UCO Bank, Head Office – II**  
**Department of Information Technology,**  
**7<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1**  
**Salt Lake, Kolkata – 700064.**

## **1. General Terms & Conditions**

UCO Bank invites sealed Expression of Interest (EOI) document, comprising of detailed EOI proposal from experienced prospective bidders having proven past experience, competence in the field of providing solutions, having presence of manpower even in specified area for providing required services in the specific group, as defined in this document. The prospective bidders are required to adhere to the terms of this EOI document and any deviations to the same shall not to be acceptable to UCO Bank.

The bidder (also called the Vendor/ Service Provider/ Bidder through this document) selected / engaged through the tendering process shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless expressly overridden by the specific agreement to be entered into, between the Bank (s) and the bidder, the EOI document & subsequent tender document shall be the governing document for arrangement between the Bank and the prospective bidder. EOI document may be downloaded from our website [www.ucobank.com](http://www.ucobank.com).

EOI document must be uploaded in tender wizard portal (details provided in the control sheet) on or before last date and time.

The EOI document shall be in two parts viz. Eligibility Document & Profile Document. If a bidder is applying for more than one group, separate Profile Documents should be uploaded for each applied groups.

Bidders are requested to participate in the tender process according to the time schedule mentioned in control sheet above.

The eligibility proposal will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this EOI, will be shortlisted for Profile evaluation; the qualified bidders will be notified separately.

UCO Bank is not responsible for non-receipt of response to EOI within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the EOI response, will be received till the specified time on next working day and EOI response will be opened at same time on that day.

EOI response, once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

## 2. Eligibility Criteria

### 2.1 Common Criteria

Sl. No.	Criteria	Documents to be submitted
1	Bidder should be any of the following: a. Incorporated as a public/private limited company (as defined in the Companies Act, 2013) or b. Registered as a partnership firm (registered under section-59 of the Partnership Act, 1932) or c. A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India. d. Companies registered as MSME Entrepreneur & still categorized as MSME as on EOI submission date. e. Start-up company recognized from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion).	Certificate of Incorporation issued by Registrar of Companies along with 1. Copies of Memorandum of Association 2. Copies of Articles of Association 3. Shareholding pattern PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.
2	The company/firm must neither be a foreign company nor subsidiary of any foreign company.	Self-declaration to this effect on the company's letterhead should be submitted. Supporting documents to be submitted.
3	The solution offered by the company should not violate any Intellectual Property Rights and must comply to data localization and have strict policies with regards to Data Privacy as per the Digital Personal Data Protection Act 2023 and any further amendment to the same.	Self-declaration to this effect on the company's letterhead should be submitted.
4	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of EOI submission.	Annexure V to be submitted.
5	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been	Self-declaration to this effect on the company's letterhead should be submitted.

	commenced / pending / threatened against service provider by any statutory or regulatory or investigative for which performance under the contract will get adversely affected / may get affected.	
6	The FinTech must ensure adequate safeguards built in its IT systems to ensure that it is protected against unauthorised access, alteration, destruction, disclosure.	Self-declaration to this effect on the company's letterhead should be submitted.

## **2.2 Criteria for Start-ups**

1	The company should not be formed by splitting up or reconstructing any existing business/company	Self-declaration to this effect on the company's letterhead should be submitted. Supporting documents to be submitted.
2	The "Certificate of Recognition" as a "Start-up" from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) OR the FinTech entity should be in the process of applying for the same. The participating Startup company should be in business of Banking Technology/ Digital Product and the categories for which the bidder applied.	The relevant certificate to be submitted. The firm/company should be a "Start-up" as on date of signing the contract with the bank.
3	The FinTech entity should not be older than a period of ten years from the date of its incorporation/ registration	The relevant supporting document to be submitted.
4	The turnover of the start-up should not have been greater than Rs. 100 crores from the year of commencement or last ten years whichever is later.	Certificate from the Chartered Accountant to be submitted.

## **2.3 Criteria for Other than Start-ups**

1	The FinTech should have a paid-up capital of ₹ 50 lakhs and above.	Certificate from the Chartered Accountant to be submitted.
	The FinTech should have achieved minimum annual turnover of ₹ 5 Crore	Certificate from the Chartered Accountant to be submitted.

2	from the FinTech business for its Indian operations during preceding financial year.	
3	The FinTech shall have a minimum net worth of ₹ 25 lakh as per its latest audited balance sheet	Certificate from the Chartered Accountant to be submitted.
4	The FinTech should have undertaken similar projects in any of the Banks in India.	Satisfactory work Certificate in this regard should be submitted.
5	The conduct of the Bank account of the FinTech as well as its promoter/director should be satisfactory.	The relevant supporting document to be submitted.
6	The credit history of the promoter/director/FinTech should be satisfactory.	Self-declaration clearly mentioned Bank/FI from which credit availed by bidder. Bidder will also mention ongoing & pending litigation as on date of bid submission.
7	The FinTech should be able to demonstrate that the products/services are technologically ready for deployment.	Self-declaration to this effect on the company's letterhead should be submitted.
8	The FinTech must ensure compliance with the existing regulations/laws on consumer data protection and privacy.	Self-declaration to this effect on the company's letterhead should be submitted.

### **3. Empanelment Period**

Empanelment would be for a period of three (03) years from the date of issuance of empanelment letter / agreement subject to satisfactory service and quarterly review. However, Bank may decide to empanel fresh set of companies before expiry of empanelment period of three (03) years if found necessary for any reasons.

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 tender is false or if irregularities shown by the bidder for applying for the tenders, Bank shall reserve the right to remove such vendors from the empaneled list without giving any notice to the vendor in advance. If called for, the bidder should be ready to participate in Banks's tender process as per the terms and conditions of the respective RFQ.

Any bidder, empanelled under this empanelment, if fails to participate in more than 3 (three) tenders / Request for Quotes (RFQ) floated by the Bank, it is upto the discretion of the Bank to remove the said vendor from the list of empanelment.

### **4. Bid Submission & Evaluation**

1. The responses to this EOI must be complete and comprehensive with explicit

documentary evidence in support of all the eligibility criteria mentioned herein above. The intended applicants are required to submit their full bio- data as per the Format in **Annexure II** along with the required documents. If necessary, Bank may ask for clarification and/or further information from the bidders.

2. The incomplete responses without the required documents are liable to be rejected.
3. A bidder can apply for more than one group.
4. Any number of FinTech companies can be empaneled for any group.
5. If an empaneled FinTech company fails to participate in three consecutive RFQ process, their empanelment will be cancelled.
6. The eligibility proposal will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this EOI, will be shortlisted for Profile evaluation.
7. Profile Evaluation: The bidder should either be working towards innovation, development or improvement of products or processes or services or provide solutions that can further improve the overall functioning of Bank/ Financial Institutions in a significant way.

The bidder requires to submit a detailed documentation covering profile of the FinTech company, the area of specialisation, product/ services being offered, list of used cases, list of team members, technology used, future strategy etc. As a part of evaluation process, bidder found eligible in evaluation of eligibility documents, need to furnish demo/ presentation.

During the profile evaluation phase, Bank will evaluate the working of the FinTech company and its ability to fulfil the requirement of Bank.

8. The Bank reserves the right to accept / reject any or all offers submitted in response to this advertisement without assigning any reason whatsoever and Bank's decision will be final in this regard.
9. If deemed necessary, the Bank may seek clarifications on any aspect of EOI from the applicant. If a written response is requested, it must be provided within 02 days beyond which the response received, if any will not be considered. However, that would not entitle the applicant to change or cause any change in the substances of their EOI document already submitted. Bank may also make enquiries to establish the past performance of the applicants in respect of similar work. All information submitted in the application or obtained subsequently will be treated as confidential.
10. The Bank further reserves the right to issue Request for Quotes (RFQ) to vendors if it deems eligible and qualified based on the evaluation of the responses received. Bank may issue a Request for Quotes (RFQ) covering detailed revised Scope of Work to shortlisted applicants for inviting technical and indicative commercial bids for next process of procurement. However, it may be noted that short listing of

applicants should not be treated as a contract for the proposed work.

11. Nothing contained in this EOI shall impair the Bank's Right to issue Open Tender on the proposed Service.
12. In case the specified date of submission of EOI is declared a holiday in West Bengal under N.I. Act, the bids will be received till the specified time on next working day.
13. Bidder has to qualify in all the eligibility criteria mentioned in EOI document.

**Note:** This is only for the purpose of empanelment and commercials are not to be submitted with "Expression of Interest (EOI)".

This EOI shall not define project specific terms and guidelines. They shall be specified in the subsequent RFQ documents issued for the specific requirements.

## 5. SCOPE OF WORK

The broad scope of work for inviting Expression of Interest (EOI) for empanelment of FinTech Companies is mentioned below:

Sl. No.	FinTech Category	Description
1	Development and Integration of Digital Journeys	Designing the seamless & automated loan application processing and recommendation engine for customers of UCO Bank. The digital journeys (Asset & liability) originated from any platform available with Bank or can originate from FinTech / Bank platform and integrate with the Bank's tech architecture at one / more touch points basis journey design. The FinTechs providing AI / Non-AI based solutions must cater to the needs of Bank for related activities of the required journey.
2	Digital Marketing	Devise the strategy for digital launch of Banks products/ services by identifying and aligning it with the core business objectives of the Bank. Drive Marketing strategy through Search Engine Optimization (SEO), Search Engine Marketing (SEM), Affiliate Marketing, E mail/ SMS Marketing, Social Media Marketing, Display, Mobile Marketing, Digital Content Marketing, Landing page development, Online reputation management & pay per click (PPC) including but not limited to Creative development, Digital Media Planning Buying and Execution, developing overall product and brand strategy etc. related to digital and social media marketing space.

3	Digital Payment Solutions	Implementation, management and maintenance of various digital payment solutions to provide convenient and efficient banking services to customers. The solution for any digital payment Mechanism like: Merchant QR, Soundbox, Android POS with dynamic QR, UPI 123, customized solution for Payment Acceptance, Mobile Wallet, wearable, Credit lines on UPI, UPI at ATM, etc. (except Payment Gateway) for ease of digital payment services. Digital Solution for MSME/Corporates.
4	Payment gateway services	End to end secured Payment Gateway service in compliance with the relevant regulations & RBI guideline
5	AI based virtual voice assistant	Interactive Voice Assistant / Calling Bots that can help Bank to improve customer service, reduce costs, and increase security by automating tasks, increasing accessibility, improving efficiency, enhancing personalization, and enhancing security.
6	AI based Automation support	Bank is looking for the Automated solution with Artificial Intelligence for self service solutions. This will help to cut short the TAT for customer support, avoid/minimize the human intervention, increase the efficiency.
7	Cash Management	Complete end to end solution for requisite software along with end-to-end integration support, including all the functionalities for Escrow & Cash Management.
8	Collection	Platform to enhance collections effort using advanced AI-driven digital solutions to focus on borrowers that can pay now while digitally engaging with borrowers that need more time to pay.
9	Credit Rating Agencies	A raw data service delivery solution that provides best in class scrubbing services, credit reports, scores and more.
10	Online platform for various Banking product analysis	Comprehensive online platform which helps various departments in Bank such as Credit approval (Pre & Post Sanction Due Diligence), Credit Monitoring, Credit Review, Credit underwriting/ Risk Management, Regulatory Control & various Compliances functions, General Operations department (Beneficial Ownership/ AML/ KYC (including Video KYC) etc.), Recovery department and Business Development (Assets & Liabilities) teams in SME, Mid Corporates, Large Corporates to access data points on a single tool at a central level without any hassle, by collating information in the public domain on registered Indian companies from over public domain sources, especially from the government sources etc. The product must be able to enhancement the processes like ROC (Registrar of Companies) search report, Beneficial Ownership, Credit Monitoring, CAM (Credit analysis memorandum) preparation etc.

11	CRM Solutions	CRM (Customer Relationship Management) solution that can provide an omni channel experience in standard CRM Modules like Customer Management with 360-degree view, Lead Management, Service Management, Contact Centre Management, and Campaign Management across all branches and departments on an integrated platform.
12	Cyber Security / Information Security	Solution that can help bank in cyber security /Information Security related area which includes: 1. Analytics to draw the trend analysis of the attack surface, Devices, IT Assets that are vulnerable and maximum attacks are seen. 2. Early warning Signals based on the behavioral pattern of the alerts, their severity, Automation of respective Cyber security tasks, Identification of false positives (alerts), Identification, detection of phishing attacks etc.
13	End to End (E2E) managed testing services / Quality Assurance (QA)	Capable of managing E2E testing and quality assurance testing including but not limited to Unit, SIT, UAT and Security Performance of Bank Products/Delivery channels.
14	Agri Tech Solutions	Implementation, Maintenance, Customization & Payment ecosystem for farmers, milk societies, Agri produce companies, that includes facility of asset and product insurance, establishment of Agri marketplace, agriculture lending, etc.
15	Cross Border remittances and Forex prepaid card	A robust and scalable platform for multicurrency prepaid card management and transactions. Having integration with major payment networks (Visa, Mastercard, American Express) for global acceptance & Real-time transaction processing, including card loading, authorization, and settlement.  The solution should have facility for providing Forex-related APIs to support Remittance, Forex Cards, EXIM transactions, education payments and other related services.
16	Insurance/Wealth Management Products	Insurance/ Wealth Management products distribution Platform, that solves for large distribution setups, by helping to manage the insurance / Wealth Management products portfolio so as to operate with insurance companies while multiple technology integrations, multiple insurer options, common UI, CRM, renewal tracking, Digitalise Claim settlement and income management is provided.

17	Lifestyle Banking	Lifestyle Banking Solution with omni channel experience to customers on all platforms and the solution shall be capable of the following: a. Acquiring new customers through digital mode. b. Make UCO Bank a preferred Bank in day-to-day life cycle of the customer through partnership with Fintech, payment gateways, BNPL (Buy now and Pay latter) Services and e-market place.
18	Market Place Open Network for Digital Commerce (ONDC))	An online marketplace exclusively for Bank's customers who can purchase a range of items from beauty products to electronic gadgets using their accounts or by redeeming the reward points they have accumulated.
19	RegTech Solution	Development of digital Bank wide prudent compliance framework catering needs beyond regulatory requirements and give proactive analytics-based approach for managing compliance risk and provide predictive analytics for assessing the root cause of a regulatory breach and use this to predict future risk areas or compliance issues.
20	RPA Solution Services	RPA (Robotic Process Automation solutions) to automate the business processes for increased efficiency and cost optimization.
21	Software utility /API development	Develop, implement, manage and maintain software utility development for various processes or Development of Standard APIs for integration with Bank's systems as per requirement of the bank
22	Supply Chain Finance	Providers of supply chain finance solutions that can optimize our working capital management and provide our corporate clients with flexible financing options. The desired platform should offer end-to-end visibility into the supply chain, automate invoice processing, and enable early payment to suppliers, all while ensuring risk mitigation and compliance.
23	UI / UX Development & Customisation	Redesigning of UI/UX across the entire applications of the Bank. Bank expects UI/UX to meet the current and future market trends and aesthetic design philosophy, Prevailing global best practices in UI /UX design and current technology trends should be suggested for implementation.
24	Pool & Co-Lending	Specialized Pool & Co-lending platforms that facilitate seamless partnerships between our bank and various lending institutions. The solution should enable efficient loan origination, underwriting, disbursement, and management, leveraging advanced analytics for risk assessment and compliance.
25	Biometric Authentication in place of OTP	The solution to provide the end-to-end implementation of biometric authentication in place of existing OTP validation mechanism in different channels.

26	Customer Service & Grievance Redressal / Customer Feedback	The solution to provide the facility of ease of handling different type of customer grievances and quick redressal and also should have facility of getting feedback from customer for the products/facilities rendered by Bank.
27	Sentiment Analysis of social media	The solution to provide sentiment analysis services that accurately interpret customer emotions across various communication and social media channels. By understanding consumer sentiments, enable the Bank to make strategic decisions that enhance brand loyalty and business efficiency.
28	Other	In this category, FinTechs who are having innovative products other than the products given above can be empaneled.

The above areas mentioned are only an indicative list of services that the Bank may require. Specific requirements shall be mentioned in the limited RFQs being floated for various services.

A bidder can apply for more than one group. Bank reserves right to append/modify/alter as per requirement based on inputs during evaluation phase.

- The Company on-boarded / part of RBI's Regulatory Sandbox would be preferred.
- The solution offered by the company should not violate any Intellectual Property
- There should be adequate safeguards built in its IT systems to ensure that it is protected against un-authorized access, alteration, destruction, disclosure.

**For all the new developments:**

- a. Bank shall own the Intellectual Property Rights for the applications developed by the empaneled bidder.
- b. The Vendor should provide to the Bank the Source code, object code / executable code, unit test cases, unit test code, and compilation procedures (build/make file, build scripts etc.). Source code quality report using reputed Code Quality Tools, Test Scripts for CIT / SIT / UAT of the developed application/customizations and subsequent upgrades, if any.
- c. Transferring the ownership of all software developed /customized /configured /procured. All licenses & support related documents should be in the name of Bank.
- d. In case of any change/modification in Source Code, All necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture / design, Test Cases

documentation for CIT / SIT / UAT, Deployment guide on infrastructure servers, and Release notes) must also be delivered along with source code.

- e. The software development will be carried out as per standard software development process and taking into consideration best practices followed worldwide.
- f. The software developed should be compatible with the current infrastructure of the Bank and should be forward compatible.
- g. The vendor shall undertake to provide appropriate on-site resource as well as other resources required as per Bank's requirement, to execute the various tasks assigned as part of the project, from time to time.
- h. The Bank may decide to have mixed set of in-house and Vendor's resources for sustainable good quality of software development and Vendor should be agreeable to work under this setup and should agree to transfer necessary knowledge and skills to Bank personnel such as - Functional Specifications, Technical specifications, Integration specifications, Application architecture / design, Integration architecture / design, Test Cases document (for CIT / SIT & UAT), Deployment guide on infrastructure servers and release notes are mandatory deliverables apart from Source code & Build guides.
- i. For products already developed, for which the empaneled vendor holds the IPR, Bank may purchase the IPR/ purchase perpetual licenses/ purchase subscription or implement escrow arrangement. The decision for the same shall be taken mutually with the empaneled vendor for such products.
- j. The product may be deployed on either CAPEX or OPEX Model based on the requirements of the Bank and mutual discussion with the empaneled vendor.

Bank may ask the bidders for technical presentation showcasing their technical capabilities & strength. The technical presentation can be called in physical or through online mode its upto the discretion of the Bank.

## **6. Rejection of The EOI Response**

### **The Bid is liable to be rejected if:**

- 6.1 The document doesn't bear signature of authorized person on each page signed and duly stamp.
- 6.2 It is received through E-mail.
- 6.3 It is received after expiry of the due date and time stipulated, or such extended time as stipulated by the Bank, for bid submission.

- 6.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Expression of Interest (EOI) are liable for rejection by the Bank.
- 6.5 Bidder should comply with all the points mentioned in the EOI. Non-compliance of any point will lead to rejection of the bid.
- 6.6 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 6.7 The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Expression of Interest (EOI).
- 6.8 Non-submission of Integrity Pact as per format given in Annexure –V.

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

## **7. PRE-BID MEETING**

For the purpose of clarifications of doubts of the bidders on issues related to the EOI, Bank intends to schedule a pre bid meeting on the date & time as indicated in the EOI (Bid Control Sheet). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned above on e-mail: hodit.proc@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above-mentioned date. Queries raised by the prospective bidders and the Bank's response will be hosted at Bank's web site and tender wizard portal. No individual correspondence will be accepted in this regard. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Any deficiencies should also be raised in the pre-bid queries.

## **8. Modification And Withdrawal of Bids**

- a) Bids once submitted will be treated, as final and no modifications would be permitted. No correspondence in this regard will be entertained.
- b) No bidder/sub-contractor shall be allowed to withdraw the bid after the deadline for submission of bids.
- c) The bidder/sub-contractor will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

## **9. Information Provided**

The EOI document contains statements derived from information that is believed to be reliable at the date obtained but does not support to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this EOI document.

### **10. For Respondent Only**

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

### **11. Confidentiality**

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

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

### **12. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

### **13. Costs Borne by Respondents**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing

any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

#### **14. No Legal Relationship**

No binding legal relationship will exist between any of the Recipients/ Respondents and Bank until execution of a contractual agreement.

#### **15. Errors And Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this EOI document.

#### **16. Acceptance of Terms**

A Recipient will, by responding to Bank EOI, be deemed to have accepted the terms as stated in the EOI.

#### **17. EOI Response**

If the response to this EOI does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the EOI is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting EOI process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

#### **18. Notification**

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

#### **19. Language of Bids**

The bid, correspondence and supporting documents should be submitted in English.

#### **20. Cancellation of EOI Process**

BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of the Bank in this regard shall be final, conclusive and binding upon the respondent (s). The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time during the tender process or prior to contract award, without thereby

incurring any liability to the affected respondent or respondents or any obligation to inform the affected respondent or respondents of the grounds for Bank's action. During the evaluation process at any stage if it is found that the respondent does not meet the eligibility criteria or has submitted false /incorrect information the response will be rejected summarily by The Bank.

### **21. Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

### **22. Publicity**

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

### **23. Privacy & Security Safeguards**

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safe guards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

### **24. 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 bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

## **25. Compliance**

The products & services offered to the Bank must comply with all laws, regulations & Govt. guidelines of India. It also not violates any of the provisions of the Banking act in anyway or any other legal provisions relating to such products or services in India.

## **26. Applicable Law & Jurisdiction of Court**

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

## **27. 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 / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i.** Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii.** Principal to treat all bidders with equity and reason
- iii.** Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv.** Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v.** Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi.** Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

Integrity Pact, 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 bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Expression of Interest (EOI) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure – IV for strict compliance.

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

1. **Shri Rajan S Katoch**  
A-91, Alkapuri,  
Bhopal, MP- 462022  
email: rkatoch@nic.in
2. **Shri Hare Krushna Dash**  
House.No.829, Sector 8  
Gandhinagar- 382007, Gujarat  
email: hkdash184@hotmail.com

**All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with EOI document.**

### **28. Issue of Corrigendum**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this EOI.

### **29. Post Selection Limited Tendering Process**

On selection of bidders, they will be empaneled in respective groups. Post empanelment, Bank will initiate Limited Tendering Processes as per the requirement during the empanelment period of Three (03) years. The RFQ will be provided to the empaneled vendors of respective group. The selection process, SOW and terms &

conditions will be specified in the RFQ document. The selected bidder in limited tendering process will be awarded for the tender and will be required to adhere the SOW and terms & conditions mentioned in the RFQ.

**Application**

**Ref. No.: UCO/DIT/EOI/140/2024-25 dated 22/04/2024**

**To  
The Deputy General Manager  
Department Of Information Technology  
UCO Bank, Head Office - II  
5<sup>th</sup> Floor, 3&4, DD Block  
Sector-I Salt Lake, Kolkata -700064**

Dear Sir,

**Sub: Expression of Interest (EOI) for Empanelment of FinTech Companies.**

With reference to your advertisement published in the (name of the newspaper in English) / (name of the newspaper in Hindi) / your website on the captioned subject, we furnish below the following Information / Papers / Documents for fresh empanelment / renewal of empanelment of our firm / company for empanelment of FinTech companies.

If empaneled and called for any tender under this empanelment, we agree to participate as per Bank's terms and conditions of the respective EOI/ RFQ.

**Date:**

**Seal & Signature**

**General Details of the Bidder**

**A. Profile of Bidder**

1. Name of bidder:
2. Location  
    Regd. Office:  
    Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Shareholding Pattern:
6. Major change in Management in last three years
7. Names of Banker /s

**B. Proposed Service details in brief**

- **Description of service :**
- **Details of similar service provided:**

Details of Experience in the field of experience in Fintech

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references.

Details of resources attached with the company

**Place:**

**Date:**

**AUTHORISED SIGNATORY**

**Name:**

**Designation:**

**[This is an Undertaking to be given on a Non-Judicial Stamp Paper of Appropriate Value]**

**To,  
Deputy General Manager  
Department of Information Technology  
UCO Bank, Head Office – II,  
5<sup>th</sup> Floor, 3 & 4, DD Block,  
Sector I, Salt Lake, Kolkata - 700 064.**

Dear Sir,

**Sub: Expression of Interest (EOI) for Empanelment of FinTech Companies**

With reference to the above EOI we have to state the following: -

1. We undertake to respond to any Request for Quote (RFQ) as and when called for by the Bank under limited tendering process.
2. We have examined and understood the instructions, terms and conditions forming part of the abovementioned EOI and agree to abide by the General Terms and Conditions stated therein.
3. We further confirm that any offer in response to Request for Quote (RFQ) will be in conformity with the terms and conditions as mentioned therein.
4. We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.
5. We also understand that our empanelment and performance will be reviewed on a quarterly yearly basis and, if found unsatisfactory will be removed from the list of empanelled vendors.

Yours faithfully,

Authorised Signatory,  
(Signature and Seal of the Company / Firm)

**INTEGRITY PACT**

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes for Empanelment of FinTech Companies hereinafter referred to as Stores and / or Services. **And M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ represented by \_\_\_\_\_**

**Authorised 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 Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under 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.

**3. Preamble**

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

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEMs) 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.

**4. Commitments of the Buyer**

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

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a 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.

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

## **5. Commitments of the Bidder(s) /Seller(s):**

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

- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi) Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- (vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

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

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

#### **5.4 Agents / Agency Commission**

The Bidder /Seller 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 stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any 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 LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

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

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

## **7. Company Code of Conduct**

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

## **8. Sanctions for Violation**

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

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future 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.
- (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

**8.2** If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if

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

## **9. Compensation for Damages**

- 9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **10. Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or 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/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price 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.

## **11. Independent External Monitor(s)**

- 11.1** 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 ATC).
- 11.2** 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.
- 11.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4** 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.
- 11.5** 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.
- 11.6** 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.

**11.7** The word "Monitor" would include both singular and plural.

## **12. Law and Place of Jurisdiction**

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

## **13. 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.

## **14. Integrity Pact Duration.**

**14.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

**14.2** 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.

**14.3** 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.

## **15 Other Provisions**

**15.1** Changes and supplements need to be made in writing. Side agreements have not been made.

**15.2** 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.

**15.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

**15.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

**16.** 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.

**17.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

18. The Parties here by sign this Integrity Pact.

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**(Name & Address)**

**BIDDER /SELLER**

**Signature:**

**Authorized Signatory (\*)**

**Witness:**

**(Name & Address)**

**Undertaking For Non-Blacklisting / Non-Debarment of The Bidder**

**To Be Stamped as A Declaration & Duly Attested by A Notary**

**Sub: Expression of Interest (EOI) for Empanelment of FinTech Companies**

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) \*I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

**(OR)**

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/\_\_\_\_\_ (if any other entity) namely M/s\_\_\_\_\_ was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period of .....years w.e.f. ....to..... The period is subsisting/ over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.

7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

**\*STRIKE OUT WHICH IS INAPPLICABLE**

**(Deviation to the above if any, the Bidder must provide details of such action(s))**

Signature (1) ..... (2) .....

(Duly authorized to sign) Name: .....

Capacity in which as executed: .....

Name & registered address of the Bidder: .....

**Seal of the Bidder to be affixed**