

**निविदा सूचना
किराए पर कैश वैन की आवश्यकता**

यूको बैंक, पुणे अंचल के अंतर्गत शाखाओं के नकदी प्रेषण हेतु प्रतिष्ठित निजी सुरक्षा एजेंसियों (पीएसए) से किराए पर कैश वैन, आर्म गार्ड और लोडर उपलब्ध कराने हेतु मुहरबंद लिफाफों में प्रस्ताव आमंत्रित किए जाते हैं। निविदा दस्तावेज और अन्य विस्तृत जानकारी बैंक की वेबसाइट www.ucobank.com पर उपलब्ध है या अंचल कार्यालय अथवा मोबाईल नम्बर 9461674297 से प्राप्त की जा सकती है। निविदा यूको बैंक, अंचल कार्यालय, गली नम्बर 4, सहकारनगर 1, पुणे -411009 को 05 जून, 2024 शाम 05 बजे तक या उससे पहले जमा की जा सकती है।

मुख्य प्रबन्धक

**Notice Inviting Tender
For hiring Cash Van Services**

Proposal in sealed envelopes are invited from reputed Private Security Agencies (PSA) for hiring of cash van with armed guards & loader for cash remittance among branches of UCO Bank under Zonal Office Pune. Tender documents & the detailed information is available on bank's website www.ucobank.com or **received form Zonal Office Pune or mobile no. 9461674297**. Tender can be submitted to UCO Bank, Zonal Office, Lane No. 4, Sahakarnagar no.1 Pune-411009 on or before **05 June, 2024 up to 5 PM**.

Chief Manager

भाड्याने कॅश व्हॅनची आवश्यकता

यूको बैंक, पुणे झोन अंतर्गत शाखांमध्ये रोख रक्कम पाठवण्यासाठी कॅश व्हॅन, आर्म गार्ड आणि लोडर भाड्याने देण्यासाठी नामांकित खाजगी सुरक्षा एजन्सीजकडून (पीएसए) सीलबंद कव्हरमधील प्रस्ताव मागवण्यात आल्या आहेत. निविदा कागदपत्रे आणि इतर तपशीलवार माहिती बँकेच्या www.ucobank.com वेबसाइटवर उपलब्ध आहे किंवा विभागीय कार्यालयातून किंवा 9461674297 मोबाईल क्रमांकावरून मिळू शकते. निविदा 05 जून 2024 रोजी किंवा त्यापूर्वी संध्याकाळी 05 वाजेपर्यंत यूको बैंक, विभागीय कार्यालय, रस्ता क्रमांक 4, सहकारनगर क्रमांक 1, पुणे - 411009 येथे जमा करण्यात यावे.

मुख्य व्यवस्थापक

Notice Inviting Tender (NIT) - No. ZO/PUNE/SEC / 01 /2024

Date 15 May, 2024

UCO Bank, Zonal Office-Pune, 2190/2191, Sanskrit Vidya Mandir Sports Complex, Lane No.4, Sahakar Nagar No.1, Pune (MH)-411009 seeks Notice Inviting Tender (NIT) for hired cash van with Armed Guards & loader for Goa & Konkan region under Pune Zone.

The NOTICE Tender details are furnished as under:

Date of issue of Tender	16/05/2024
Last Date, Time and Place for submission of Bid	05/06/2024, up to 5 p.m. at UCO Bank, Zonal Office-Pune, 2190/2191, Sanskrit Vidya Mandir Sports Complex, Lane No.4, Sahakar Nagar No.1, Pune (MH)-411009
Date, Time & venue of Pre-bid meeting	21/05/2024, 1100 hrs. at Zonal Office, above mentioned address.
Date, Time & Venue for opening of Technical bid (Part -I) for Preliminary Scrutiny	06/06/2024, at 1200 Hrs. at Zonal Office, above mentioned address.
Date, Time & Venue for opening of Financial bid (Part -II)	07/06/2024, at 15:00 Hrs. at Zonal Office, above mentioned address.
Process Fee	Rs. 1000.00(Rupee One Thousands only), a non refundable fee in the form of DD in favour of UCO bank, Zonal Office, Pune, payable at Pune Till date: 05/06/2024
Address for communication	As above
Validity of tender	90 days from the date of issuance

- Note:**
- In case the date of submission or opening of Bids is declared a holiday in Maharashtra or any decision of govt. imposing closing in the specific area of Pune, the tenders will be received or opened on next working day.
 - Bids will be opened in presence of the vendors' representative(s) who choose to attend the NIT opening process. One authorized representative of the Vendor will only be allowed at the time of opening of the Bids.
 - Currently we need a cash van which will provide service for Goa and Konkan region, stationed at Panjim Branch and if, there is a need of additional cash van in any other centre of Pune Zone then it will be taken from the lowest approved PSA of the same on same terms and condition.

Invitations of bids for providing one Hired Cash Van for cash remittance in Pune Zone

1. Applications are invited from reputed Private Security Agencies (PSA) for providing hired services of one **customized air-conditioned customised Cash Van based on Light Commercial vehicle with Armed Guard, loader with CCTV, Alarm, GPS etc set up** for remittance of cash among our various branches /offices / currency chests located under Pune Zone of UCO Bank.

Only those PSA which fulfil following criteria will be considered for services-

- Reputed security services providers specializing in providing Cash Vans for at least last 5 years as on 1 April, 2024.
 - Ability to undertake all remittance related work for all branches throughout the zone.
 - The PSA has not been blacklisted by any bank, PSU & finance institutes and for the same PSA will have to submit an affidavit.
 - Ability to provide Customised Cash Van with drivers, loader and with or without armed guards as per specifications available at annexure-II of this advertisement.
 - Have adequate fleet of vehicles to cater for breakdowns and provide hassle free service.
 - Ability to provide drivers, guards & loader duly verified from the local police authorities.
 - Ability to commence service within 20 days from date of placement of order.
 - PSA should have valid license under PSARA in their name for the state of Goa / Maharashtra and valid for area of operation i.e. Goa & Konkan region.
- The PSA should meet the eligibility criteria as per details available at Annexure I of this advertisement.
 - Proposed agreement to be signed with the vendor is also available at Annexure III of this advertisement.
 - Earnest money deposit (EMD) of Rs. Ten thousand (10,000/-) in the form of DD in favour of UCO bank, Zonal Office, Pune, payable at Pune should be submitted with Part-I bid. For the EMD exempted entity vide Govt. order an undertaking on non-

judicial stamp should be submitted with Part-I bid, stating that I/ we will not refuse to execute the purchase order/ contract if awarded/ executed by bank.

5. Applications are to be sent to the **UCO Bank, Zonal Office-Pune, 2190/2191, Sanskrit Vidya Mandir Sports Complex, Lane No.4, Sahakar Nagar No.1, Pune (MH)-411009** on or before 5 pm of 05 June, 2024 in the following manner.

Application should be in sealed envelope, with superscription 'TENDER DOCUMENTS FOR HIRING OF CASH VANS', this outer envelope should have Part-I (technical bid) in one envelope and Part-II Financial bid in other envelop. Bank can reject the bid if financial bid documents found or any clue of it found / noticed in / with technical bid documents.

Part-I. Technical bids to include documentary proofs on, profile of the company, list of major existing clients, registration number and GST details, copy of Valid PSARA license, PAN, EPF, ESI registration, Integrity pact on non-judicial stamp as per annexure-IV, Registration under DGR (if applicable); contract labour act, Earnest money deposit DD/ undertaking for exempted firms, Work orders showing the last five years services provided in this field, clearance from local police / authorities, type of vehicle offered for services.

Part II. (a)Rates (excluding of GST) per month to be quoted for minimum **2000 Kms/ Month** and 8 hrs per working day of the Bank for the following packages.

FORMAT FOR SUBMISSION OF FINANCIAL BID

-- Annexure –A

Comparative evaluation of the bids will be done the basis of Annexure –A

Srl.no.	Packages/services	Rates (INR) excluding GST
a.	Air conditioned Cash van with Driver only	
b.	Air conditioned Cash van with driver & one Armed guard	
c.	Air conditioned Cash van with Driver, two Armed guards & loader	
d.	Charges for one loader/cash peon	
e.	Extra running kilometre charges beyond 2000 Kms. @ Rs./Km	
f.	Charges for extra working hours beyond 8 hours in a day. @ Rs./Hr. per person.	
g.	On call Services of Cash Van with 5 crew (02 Nos. armed guards+01 Loader+01 Cashier+01 Driver)	

6. Part-II bid will be opened only if Bank is satisfied with Part-I bid of the bidder, Bank reserves the rights to reject any/all bids without assigning any reason thereto.

7. Bank reserve the right to award the contract work to single service provider or can engage 02 service providers on lowest rates.

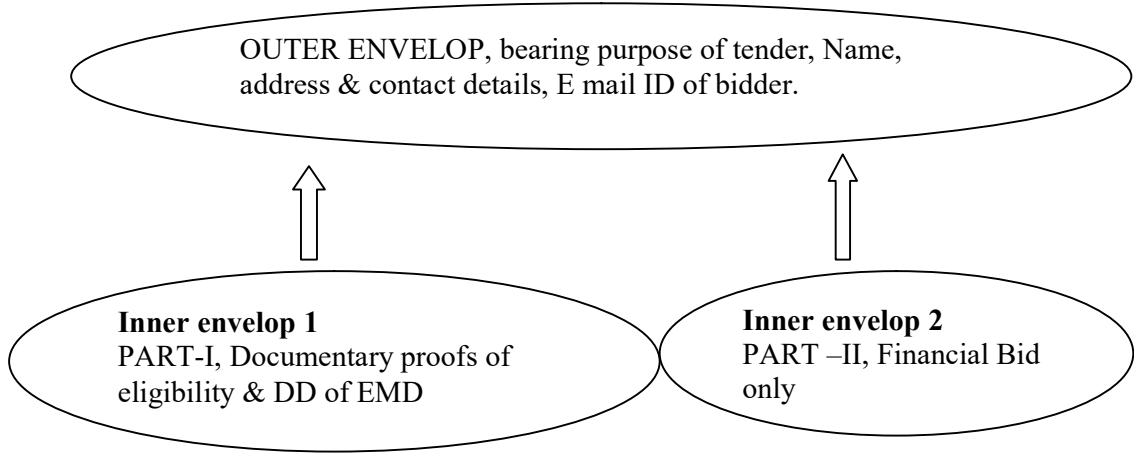
8. Apart from srl. number "e" & " f " no other extra charge will applicable.

9. For further details about terms and conditions etc. bidder may visit the Bank's Website at www.ucobank.com.

10. For any other queries, vendors may contact the **Security Department, Zonal Office, Pune** on working days between 10 A.M. to 5 P.M.

**CHIEF MANAGER
UCO BANK, ZONAL OFFICE,
PUNE**

Packaging of tender documents



ANNEXURE- I

ELIGIBILITY CRITERIA OF BIDDERS FOR PROVIDING CUSTOMISED CASH VAN.

- A) Private Security Agency (PSA) providing Customised Cash Van (CCV) should have been in similar business with Govt./ PSU/PSB for the last five years as on 1st April 2024 (submit proofs with part-I).
- B) As the major part of work is movement of CCV in our branches so, Bidder should have **local office/ registered office / services center preferably in Panjim, Goa or Pune, Maharashtra**. Hence provide proof of local address, which is subjected to confirmation through our sources.
- C) PSA should have a credible supervisory infrastructure and network for provision of maintenance of CCVs as also for follow up with law enforcing agencies.
- D) PSA should have a Certificate of Registration with Registrar of Companies or Registrar of Firms or have a letter of proprietorship.
- E) PSA should provide the latest Income Tax Assessment Order and PAN Number (submit proof with Part –I bid).
- F) PSA should provide the latest Audited Balance Sheet (submit proof with Part -I bid)-FY 2022-23.
- G) PSA should be registered with Shops & Establishment Act and provide latest Certificate for ESI Corporation (submit proof with Part -I bid)..
- H) PSA should provide the latest certificate for EPF Organisation under EPF and Misc provision Act 1952 if applicable as per criteria of number of employees held.
- I) PSA should be registered with the Govt. under the Contract Labour Act (Regulation & Abolition) 1970 (submit proof with Part -I bid).
- J) PSA should be registered under the appropriate authority for GST.
- K) Due weightage shall be given if PSA is sponsored / registered with the Directorate General of Resettlement, Ministry of Defence, RK Puram, New Delhi and is a provider of services to PSBs and PSUs (submit proof with Part -I bid).
- L) There should be no scope to Service Provider for further sub-contract of this job. All employees should be in the registered pay roll of the service provider with all statutory obligations.
- M) The PSA shall obtain the adequate health and life Insurance policy in respect of the driver, loader & armed guards deployed with the cash van. The copy of such Insurance should be submitted to the bank by the service provider.
- N) PSA should have valid license in their name under PSARA act for the Goa / Maharashtra state and valid for area of operation i.e. Goa & Konkan region (submit with Part-I).
- O) PSA should have **fidelity insurance** for its entire staff for an amount not less than 02 crore, a copy of it should be provided at the time of execution of agreement.

ANNEXURE II

CUSTOMIZED CASH VAN (CCV) SPECIFICATIONS

Customized Cash Van provided by the PSA should meet the following criteria:

Vehicle should be the customized form of Light commercial vehicle (LCV) having separate passenger and cash compartment.

1. Comprehensive Insurance of the cash van against all risk for all of the five passengers.
2. It should be roadworthy and not **more than 05 years old on** the date of commencement / renewal of the agreement and the cash van should be tubeless tyres.
3. The CCV should have the compartment for storing cash, physically separated and locked from the passenger compartment unit.
4. The cash compartment should be inaccessible from outside the van unless operated internally through manual or electronic lock and cash compartment is specially reinforced with steel with only one door and grill gate.
5. The entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance.
6. All windows and wind screen should have wire mesh protection of not more than one square inch and each window mesh should have a circular port-hole of six inches diameter for use of weapons.
7. Alarm system with GSM based auto-dialer & motorised siren should be provided with activation points near guard, driver and rear cabin.
8. Cash cabin should have provisions to lock at least 7 or 8 boxes with floor of CCV through secured chains.
9. Cash van should have a fire extinguisher and a first aid box.
10. Cash van should be provided with a functional cellular / mobile phone connection.
11. There should be a secure partition between driver's cabin and cash box area.
12. Vehicle should contain adequate fuel and be available at minimum notice as per timings laid down by the bank.
13. The cash van should have anti theft / burglary central locking system for side and rear doors (as in case of cars).
14. All essential features of an efficient vehicle requiring minimum maintenance and providing maximum driving and riding comfort.
15. Should conform to local laws stipulated by transport department and other government bodies as well as pollution norms.
16. Cash Van should have GPS (Global positioning System) with ignition immobilization facility, geo fencing, and additional indication of the nearest Police station in the corridor for emergency.
17. **Cash van should have 4 channel DVR CCTV systems at least one month backup with four cameras. One camera should be installed in the front of the vehicle, one inside of cash cabin, one camera install rear of the vehicle and one camera inside of driver cabin. All cameras also with internet connection (at least 2-3 MBPS speed) for remote viewing.**
18. CCV shall have tubeless tyres, ground clearance not less than 190 mm and can accommodate at least six passengers.

Antecedent check of personnel

Personnel employed / engaged by the PSA should have undergone proper 1) antecedent check, 2) Police clearance certificate from his local police station, 3) residence verification for last three years by PSA itself, 4) previous employer check through own resources of PSA, 5) Aadhar verification of each of the personnel through biometric imprints from Unique Identification Authority of India, 6) Credit history check of each of the personnel should be done by PSA to ensure that wilful credit defaulters are not appointed or engaged for cash transportation activities, 7) PSA should obtain a fidelity insurance in respect of every personnel engaged for cash transportation.

Training & certification of personnel

Every personnel engaged in cash transportation activity should be imparted with refresher training once in every years and certified for operational safety in respect of the duty / job allotted to them.

Cancellation of Bid / Tender process

- 1) Bank reserves right to cancel the Tender process or Bid of any bidder without assigning any reason thereof at any time.
- 2) Bank can cancel bid of any of the bidder in following circumstances.
 - i) Bid received after scheduled last date & time.
 - ii) Bid documents not received as prescribed in point no. 5 of NIT (part I / part II of bids).
 - iii) Financial bid is not in prescribed format / create ambiguity in ascertaining the rates offered by the bidder.
 - iv) Earnest Money in prescribed form or under taking for EMD exempted bidders not submitted with bid documents.

- v) Required documents as prescribed in annexure - I & specified against bid part- I , not submitted with part –I of Bid documents.
vi) If bidder not complied on the any other terms mentioned in this NIT.

Evaluation of Bids

Part –I Technical bid will be evaluated to ascertain the eligible bidder as per eligibility criteria for agencies providing services as per Annexure – I.

Bid of any of the bidder can be cancelled on account of non-submission of required documents or non- fulfilment of any terms mentioned in NIT.

Part-II – Financial bid of only technical bid qualified bidders will be opened for evaluation & selection of L-1 bidder. Comparative evaluation of the bids will be done on the basis of **Annexure –A, of Part-II** bid. One representative of the bidder can attend the bid evaluation process.

Allotment of work

Bank reserve the right to award the contract work to single service provider lowest one (L-1) or can engage two service providers on lowest rates.

Performance Bank Guarantee (PBG):

After selection of PSA and on / before execution of the agreement with the Bank, the selected PSAs should submit a Performance Bank Guarantee of 5% of Total Annual Contract Value valid for a period of 39 months (3 years contract period + 3 months claim period) from the date of execution of agreement, issued by a Nationalized Bank other than UCO Bank, favoring UCO Bank, payable at Zonal Office, Pune.

Financial Bid & Selection of PSAs: Financial Bids/Price Bid will be undertaken amongst the empanelled bidder(s) only and award of contract would be to the bidder who offered the L1 price in the Financial Bid for providing Security Guards (Armed) for a particular state or zone basis.

No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice inviting EOI and shall be entitled to reject any or all offers either in full or in part without assigning any reasons whatsoever and without any cost/compensation therefore.

Opening of offers

Technical/Financial Bid offers will be opened at Bank's Zonal Office, Pune on mentioned time. The bidders/ their representative(s) may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the Agencies for deputing their representatives. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present.

REJECTION OF BID: The bid is liable to be rejected if:

- It is not in conformity with the terms and conditions mentioned in this EOI document.
- It is not properly/duly signed by authorised signatory of the Company/Firm.
- It is received after expiry of the due date and /or time.
- it is incomplete including non-furnishing the required documents as per the check list
- If there is canvassing of any kind.
- It is submitted anywhere other than the tender box or to the addressee.
- If the application is conditional.
- If the application is without Tender Fee in the form of DD & EMD as a Bank Guarantee.

Payment terms

No advance amount will be paid to PSA. Monthly payment conforming to the attendance of the Vehicle as per documents to be maintained by the PSA, which is to be duly verified by respective branch shall be made by Branch.

Compliance to laws: The successful bidder shall conform to the provisions of Law(s), Bye- Law(s), Regulation(s), Notification (s) etc. for providing a cash van for the time being in force. He shall also obtain all necessary permission / approval / NOC from the Competent Authorities for completion of the said work, if required under the existing and future rules.

Fidelity Insurance Cover:- The empanelled agencies would be required to obtain Fidelity Insurance Cover of Rs 2.00 Crore, for protecting Bank's interest in case of any loss arising due to negligence, carelessness or malafide intention of their guards and/or its employee provided to the Bank.

Publicity: The bidder shall ensure that the name of the Bank does not appear in any of its advertisements, product demonstrations, sales promotion schemes, or any publicity initiatives, without obtaining explicit written permission of the Bank in this regard. The Bank, however, reserves the right to reject any such request made by the bidder.

Execution of Agreement: The successful bidder shall execute a Master Agreement (as per the format to be supplied by the Bank) at their cost with the Bank within 15 days from the date of bidder's receipt of Letter of Interest issued by the Bank, on non-judicial Stamp Paper of appropriate value. The Bank Guarantee for performance @ 5% of Total Annual Contract Value will also be deposited before or at the time of execution of the Master Agreement.

Termination of Contract: The Bank reserves its right to cancel the entire / unexecuted part of work Order and/or the Master Agreement at any time in the event of one or more of contingencies treating it as default on the part of the selected bidder/vendor and/or non-performance of the contract by giving a prior written notice of 30 days:

- a. If the selected PSA fails to deploy their vehicle within the stipulated time schedule or the extended time as communicated by the Bank.
- b. Delay in deployment of Vehicle or execution of job.
- c. During contract period if the PSA violates either the terms or conditions mentioned in the Master Agreement.
- d. Serious discrepancies noted in payment of wages to Security Guards.
- e. Breaches in the terms and conditions of the work order.
- f. If the selected PSA fails to comply with the Law(s), Bye- Law(s), Regulation(s), Notification (s) etc. for the time being in force.

Effect of Termination: In case of termination of contract for default of selected bidder, Bank is entitled to invoke the Performance Bank Guarantee, and enforce the Indemnity bond executed in its favour, forfeit the security money deposit and impose liquidated damages and/or such other penalties as it deems fit and proper without prejudice to its other rights and contentions available under the law(s) for the time being in force.

Right to alter quantities & repeat order

The Bank at its discretion can either reduce or increase the number of Vehicle to be deployed on the same terms and conditions.

Indemnity to Bank: The successful bidder shall indemnify UCO Bank and/or its directors, officials, employees etc. and keep indemnified against any loss or damage that the Bank may sustain on account of any violation of intellectual property rights, acts of commission or omission, negligence, claim on account of death/disability of its personnel on duty, claim by third party for any injury/damage to property/person of third party, compensation to its present or ex-employees by order of any court/Authority or Tribunal etc., by the successful bidder in respect of the Cash Van services provided. The successful bidder(s) has to sign an Indemnity Bond as per Bank's Format on Non-judicial Stamp Paper of appropriate value in favour of UCO Bank, Zonal Office, Pune.

Integrity:

Successful bidder has to submit Integrity Pact as per Bank's format on Non-judicial Stamp Paper of appropriate value with UCO Bank, Zonal Office, Pune.

Not with standing this, disclosure of any information received by the successful bidder in course of business to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also remain effective even after termination of the contract and disqualification of the said bidder.

Force Majeure:

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and legal embargos.
3. Terrorist attacks, public unrest in work area.

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The selected bidder or UCO Bank shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

Notwithstanding above, the decision of UCO Bank shall be final and binding on the vendor.

Resolution of Disputes:

The selected bidder and the Bank shall endeavour their best efforts to amicably settle all dispute(s) / difference(s) arising out of or in connection with the contract in the following manner:-

- a. The party raising the dispute(s)/ difference(s) shall address to the other party a notice requesting an amicable settlement of the dispute(s)/difference(s) within seven (7) days of receipt of the notice.
- b. In case the dispute(s)/difference(s) are not resolved by amicable settlement, the matter will be referred for informal negotiation between Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action shall be documented within a further period of 15 days.
- c. The parties agree that if the dispute (s)/ difference (s) between the parties is not settled by negotiation in the manner described hereinabove, the same shall be resolved exclusively through arbitration and such dispute shall be submitted by either party for arbitration within 21 days of the failure of negotiations. The Arbitral Tribunal shall consist of taking three Arbitrators. Each party shall appoint one arbitrator of its own choice and two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or amendments thereof.

The "Arbitration Notice "should accurately set out the disputes between the parties, the intentions 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 request to the other party to appoint its arbitrator within 21 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 arbitration shall hold their sittings at respective state. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at respective state alone shall have the exclusive jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the parties and decree 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.

Notwithstanding the existence of any dispute (s)/difference(s) between the parties or the subsistence of any arbitration or other proceedings, the selected Vendor shall not be entitled to suspend the service (s) or withhold the job, rather shall continue to render service(s) or take all necessary steps to complete the job in accordance with the Master Agreement.

Severability: - If any term or provision of this Master Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Master Agreement shall not be affected

Jurisdiction:

All the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at PUNE.

- 1) For further clarifications, if any, you may contact the following address:
The Security Officer, UCO Bank, Zonal Office, Pune at the above mentioned address
- 2) Canvassing in any form will be treated as disqualification for the bidders.

Period of the Work

Work would be allotted to selective bidder for three years, subjected to annual review of performance.

No escalation in rates of services/ contract will be permitted during the period of agreement.

Work / contract can be terminated at any time by Bank.

Earnest Money deposit

Earnest money deposit (EMD) of Rs. Ten thousand (10,000/-) in the form of DD in favour of UCO bank, Zonal Office, Pune, payable at Pune should be submitted with Part-I bid. For the EMD exempted entity vide Govt. order an undertaking on non-judicial stamp should be submitted with Part-I bid, stating that I / we will not refuse to execute the purchase order/ contract if awarded/ executed by bank.

EMD of the selected bidder will be held till commencement of services and submission of Performance security by him, EMD of rest of the bidders will be returned after completion of tender process.

EMD of the selected bidder can be forfeited in case:-

- Selected bidder fails to commence the services of cash van in 20 days of issuance of work order fulfilling the terms & conditions of this NIT.
- He revoke the tender, increase the rates after opening of tender and before expiry of validity of tender.

Performance security:-

Interest free Performance security deposit equivalent to one month charges per cash van should be provided at the time of execution of agreement.

Performance security can be forfeited in case bidder fails to comply on any of terms mentioned in NIT & agreement for services or information provided by them in tender documents emerges as false at any point of time during period of agreement or in any event as mentioned in point '5' of this NIT.

Standard of services & conduct of PSA engaged personnel during the period of contract.

- 1) In case at any point of time during the agreement period, it has been observed by linked branch officials / security officer that the standard of services provided is not of the level as expected for secure & safe transportation of bank's assets, then bank can impose penalty equivalent to Rs. 1000/- per instance or terminate the agreement with forfeiture of Performance security deposit.
- 2) If linked branch official / security officer at any point of time during duty hours observe that PSA engaged staff is not obeying timing /schedule , not in prescribed uniform, gunman not having their weapon with them in functional condition, holding gun with invalid gun license, misbehave by PSA engaged staff with bank official, in that case bank can deny for taking services of that particular staff with cash van, PSA has to arrange his reliever on urgent basis, in addition to this bank can impose penalty of Rs. 1000/- for each instance of such default.
- 3) In case at any day PSA fails to provide CCV or any engaged staff, the bank will remit the cash under own arrangement, double the pro rata charges (One day charges = monthly charges / 24 days) will be debited from PSA's bill of that month.
- 4) In case the standards / specifications of CCV depreciate below the level as expected as per annexure-II, then penalty of Rs. 1000/- can be imposed on PSA for each day delay in removing such depreciations/ defaults/ making/ replacing CCV as per standards prescribed in annexure - II .

Penalties on the above mentioned defaults would be debited from that month's charges.

1. The PSA shall ensure that:-

- i. The CCVs shall be placed at the time and place appointed by the bank fully equipped as per specification enumerated in Annexure-II of NIT and fit to perform duties. Timings and place will be laid down in the approval letter.
- ii. The driver of the CCV, loader and the guards will be properly verified by the local police. They should carry tamper proof photo identity cards issued by the PSA and wear prescribed uniform. A copy of the police verification report will be provided to the bank in respect of all staff provided by the PSA.
- iii. At no point of time during the prescribed duty hours, drivers and guards will leave their place of duty. **The PSA shall arrange to send a relief / substitute wherever the regular driver(s) / guard(s) is (are) absent or on leave. The relief / substitute shall also be a person duly verified by the police/ reputed Private Investigation Agency.**
- iv. The PSA to change driver / guard immediately on instruction from Bank, if the performance of a particular driver /guard is not acceptable or found physically or medically unfit.
- v. PSA should maintain hygiene and sanitation in CCV all the time.
- vi. The PSA should maintain utmost secrecy regarding movement of their vehicle and treasure.

- vii. Gun should be provided to the PSA Guard in working condition & cartridges should be in good condition. Gun license should be valid for the area of operation of PSA Guard.
- viii. PASARA license must be obtained by the company and **valid for area of operation.**
- ix. The PSA shall provide a “**Checking Register**” with each CCV site for the purpose of checking carried out by the PSA and Bank’s authorities.

2. The PSA shall

- i. Maintain up-to-date record of all drivers / guards as per Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity, Bonus Act, Workmen’s Compensation Act, Contract Labour (Regulation & Abolition Act) etc. or under any other State/Union Legislation in respect of drivers / guards engaged by the PSA.
- ii. Take full responsibility of all acts of commission and / or omissions by their drivers / guards / loader or any injury or mishap caused during the course of transport or during rendering the service and will meet all liabilities arising out of such situations.
- iii. Change the driver / guard / loader immediately on instructions from the bank if the performance of a particular driver / guard is not acceptable or found physically / medically unfit and decision of the Bank shall be final in this regard.
- iv. **Be absolutely responsible for the payment of salary, all other statutory obligations for drivers / guards / loader (or their dependents), on account of salary/wages, bonus, arrears, employment/ termination benefit compensation as per minimum wages of Central sphere or other claim whatsoever under Workmen’s Compensation Act or any other law and the Bank has no connection in relation to such matters.**
- v. In case of any mishap / injury sustained by the driver / guard of whatsoever nature (Minor/major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the PSA and not of the Bank.
- vi. **If for any reason, compensations, costs etc., are paid by the Bank, the same shall be reimbursed by the PSA to Bank without any demur, with interest at the rate 15% p a.**
- vii. In the event of theft, robbery, dacoity or pilferage of the Bank’s property or materials, the PSA shall actively assist the Bank for the investigation of the case and if negligence / collusion of drivers/guards is established, such loss due to theft etc. is to be made good by the PSA. PSA agrees to indemnify such loss, irrespective of the fact that such risk might have been insured.
- viii. In case of any property loss/injury to any one of Bank staff due to negligence of the PSA driver/guard or due to dereliction of duty or in- attentiveness or negligence of the driver/guard, all liabilities arising out of such incident will be fully met by the PSA. PSA agrees to indemnify the loss.
- ix. Furnish the names and permanent and local addresses of the drivers, loader and security armed guards being posted for the above purpose from time to time along with their latest photographs, thumb impression and signatures.
- x. Furnish the proof of having paid the wages, provident fund contributions, ESIC and other legal liabilities to the driver(s), loader(s) and security guard(s) engaged by them **as per minimum wages of Central sphere**, within one week of the disbursement of wages to them. If proof is not ~~provided, the Bank may not release the payment~~ due to the PSA.

3. The PSA’s Indemnity and Assurance

- 3.1 The PSA hereby expressly agrees to indemnify the Bank and keep the Bank indemnified against all loss, liability or obligation arising out of its conduct or that of any of the personnel including its owner(s), director(s), partner(s), employee(s) and representative(s) in connection with the service and this agreement.
- 3.2 The PSA further agrees to provide an interest free Security Deposit equivalent to one month’s charges per cash van. Their deposit shall be returned on termination of the agreement.
- 3.3 The PSA shall take and service the policy of fidelity insurance in respect of drivers, loader and guards provided and comprehensive / 3rd party insurance for CCV as its own cost and furnish a copy to the Bank.

4. In case on any day/during any period the PSA fails to provide CCV or any staff, the bank will remit the cash under own arrangements, and double the pro rata charges will be debited from PSA’s bill of that month.

5. Contract can be terminated in the event of :

- i. Any of the PSA representations and undertakings being or becoming incorrect or untrue.
- ii. Breach by the PSA to observe any of the terms and conditions contained herein or under any of the letters of request and authorization issued by the Bank in pursuance hereof or under any other agreement entered by the PSA or any of its personnel (including its owner(s), director(s), partner(s), employee(s) and representative(s) and
- iii. Insolvency or bankruptcy of the PSA or any of its personnel including its owner(s), director(s), partner(s), employee(s) and representative(s).

-
- iv. Bank can terminate the contract at any point of time by giving 30 days notice to PSA on their registered address.
- v. If PSA fails to maintain the standard of services or fails to render the services as per terms of NIT & agreement.
- vi. If at any point of time the regulatory authority (RBI), Govt. Of India, Hon'ble court issue any directions regarding cash transportation activities, which contradict with terms of our existing contract.
6. The PSA shall not assign the rights or obligations hereunder, unless permitted by the Bank.
7. The Bank may assign its rights and obligations hereunder in its sole discretion.
8. **Effects of Termination:** In case of termination of contract for default of PSA, Bank is entitled to invoke the Performance Bank Guarantee, and enforce the Indemnity bond executed in its favour, forfeit the security money deposit and impose liquidated damages and/or such other penalties as it deems fit and proper without prejudice to its other rights and contentions available under the law(s) for the time being in force. Bank can de-panel the PSA if their contract is terminated due to default at their end as stated in work order.
9. **Pact of Integrity :**
- a) The Bank and the PSA and/or its representative undertakes to take all measures to prevent corrupt practices, frauds and to comply with the CVC guideline scrupulously and refrain from committing any offence which constitute corruption under the IPC/PC Act.
- b) The Bank and the PSA and/or its representative undertakes to refrain from any demand/ offer/ promise, pass on or accept any material or immaterial benefit or share any confidential/ additional information to obtain advantage pertaining to the process of tender including any undisclosed agreement or understanding.
- c) **Bidder PSA** to submit Integrity Pact with **Part-I bid documents** as per Bank's format as per **Annexure-IV** on Non-judicial Stamp Paper of appropriate value with UCO Bank, Zonal Office, Pune.

DECLARATION

The information provided by the bidders in response to this Notice Inviting Tender (NIT) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this NIT. The Bank also reserves its right to accept or reject any or all the responses to this NIT without assigning any reason whatsoever without cost or compensation therefore. The Bank will evaluate the proposals by following such methods, criteria and rationale which, in its opinion, are in the best interest of Bank.

DISCLAIMER

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

ANNEXURE III

MODEL FORMAT OF AGREEMENT FOR HIRING OF CUSTOMISED CASH VAN
(To be stamped with twice the duty of an Agreement (Agreement + Indemnity))

AGREEMENT

This agreement is made at _____ on the _____ day of _____

BETWEEN

UCO Bank, a body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at 10, BTM Sarani (Brabourne-Road), Kolkata-700001 and inter-alia, Zonal/Branch Office at _____

(here in after called the "Bank" which term shall, wherever the context so permits, mean and include its successors and assigns) of the First Part;

AND

M/s. _____ Proprietorship concern/Partnership
Firm/Private/Public Limited Company/Private Security Agency (PSA) having its
Office/Registered Office at _____ (hereinafter referred
to as the "PSA" which expression shall, wherever the context so permits, mean and include its successors and assigns) of the Second Part;

Whereas

- a) The Bank is engaged in the business of banking and is desirous of strengthening its cash remittance services between its various Branch Offices, Currency Chests as well as its clients;
- b) The PSA is engaged and experienced in the business of assisting Banks and others in such cash remittance and wishes to offer its services to the Bank.

IT IS NOW AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Period of the Agreement

This agreement shall come into effect from _____ and continue to be in Force for a period of Years up to and inclusive of _____ or its sooner determination in terms hereof.

2. The service

The PSA agrees to provide to the Bank its Customised Cash Vans (CCVs) with drivers and with/without guards for cash remittance as may be requested and authorized by the Bank to PSA from time to time in the manner and on the terms and conditions hereinafter set out and the Bank agrees, on the basis of the representations and undertakings made by the PSA as stated hereinafter, to avail the service from the PSA. The service of cash van will be provided for 8 hours one Bank's working days. The kilometre-age per vehicle will be 2000 KM per month on daily cumulative basis. Services provided in excess of these limits will be charged extra as per rates agreed between the Bank and PSA.

3. The PSA's representations, Undertakings and Covenants.

- 3.1 The PSA represents that it will comply with all legal requirements and obtain such licences, approvals and consents, if any, prescribed/required under any law/rules/regulations, and keep them valid.
- 3.2 The PSA represents that it is adequately equipped, in terms of infrastructure, manpower and expertise to provide the Service and undertakes to provide the service all the time during the period of this agreement.
- 3.3 The PSA agrees that the personnel including its owner(s), director(s), partner(s) employee(s) engaged by the PSA in relation to the Service will be the sole responsibility of the PSA as to their costs and consequences arising out of their engagement or conduct. It is understood that the Bank shall not be liable to pay any

remuneration or compensation to the PSA or any of the personnel (including its owner(s), director(s), partner(s), employee(s) and any representative(s) engaged by the PSA in relation to the service except the fee payable to the PSA.

3.4 The PSA shall ensure that:-

- i. The CCVs shall be placed at the time and place appointed by the First Party fully equipped as per specification enumerated in Annexure-II of NIT and fit to perform duties. Timings and place will be laid down in the approval letter.
- ii. The driver of the CCV and the guards will be properly verified by the local police. They should carry tamper proof photo identity cards issued by the PSA and wear prescribed uniform. A copy of the police verification report will be provided to the bank in respect of all drivers and guards provided by the PSA.
- iii. At no point of time during the prescribed duty hours, drivers and guards will leave their place of duty. The PSA shall arrange to send a relief/substitute wherever the regular driver(s)/guard(s) is (are) absent or on leave. The relief / substitute shall also be a person duly verified by the police.
- iv. The PSA shall provide a “**Checking Register**” with each CCV site for the purpose of checking carried out by the PSA and First Party authorities.

3.5 The PSA shall

- i. Maintain up-to-date record of all drivers / guards as per Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act) etc. or under any other State/Union Legislation in respect of drivers/guards engaged by the PSA.
- ii. Take full responsibility of all acts of commission and/or omissions by their drivers/guards or any injury or mishap caused during the course of transport or during rendering the service and will meet all liabilities arising out of such situations.
- iii. Change the driver/guard immediately on instructions from the First Party if the performance of a particular driver/guard is not acceptable or found physically/medically unfit and decision of the First Party shall be final in this regard.
- iv. **Be absolutely responsible for the payment of salary, all other statutory obligations for drivers/guards (or their dependents), on account of salary/wages, bonus, arrears, employment/ termination benefit compensation as per minimum wages of Central sphere or other claim whatsoever under Workmen's Compensation Act or any other law and the First Party has no connection in relation to such matters. As Principal Employer Bank will deduct the amount from the payment of PSA, if any dispute arises regarding payment of wages etc. as per Contract Labour Act, 1970 & Industrial Dispute Act, 1947.**
- v. In case of any mishap/injury sustained by the driver/guard of whatsoever nature (Minor/major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the PSA and not of the First Party.
- vi. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by the PSA to First Party without any demur, with interest at the rate 15% p a.
- vii. In the event of theft, robbery, dacoity or pilferage of the First Party's property or materials, the PSA shall actively assist the First Party for the investigation of the case and if negligence/ collusion of drivers/guards is established, such loss due to theft etc. is to be made good by the PSA. PSA agrees to indemnify such loss, irrespective of the fact that such risk might have been insured.
- viii. In case of any property loss/injury to any one of First Party staff due to negligence of the PSA driver/guard or due to dereliction of duty or in-attentiveness or negligence of the driver/guard, all liabilities arising out of such incident will be fully met by the PSA. PSA agrees to indemnify the loss.
- ix. Furnish the names and permanent and local addresses of the drivers, loader and security guards being posted for the above purpose from time to time along with their latest photographs, thumb impression and signatures.
- x. Furnish the proof of having paid the wages, provident fund contributions and other legal liabilities to the driver(s), loader and security guard(s) engaged by them **as per minimum wages of Central sphere**, within one week of the disbursement of wages to them. If proof is not tendered, the First Party may not reimburse the payment due to the PSA.

4 CCV Provided by the PSA should meet the following criteria:

Vehicle should be the customized form of Light commercial vehicle having separate passengers and cash compartments.

- I. Comprehensive Insurance of the cash van against all risk for all of the five passenger
- II. It should be roadworthy and not **more than 05 years old** on the date of commencement / renewal of the agreement.
- III. The CCV should have the compartment for storing cash, physically separated and locked from the passenger compartment unit.
- IV. The cash compartment should be inaccessible from outside the van unless operated internally through manual or electronic lock and cash compartment is specially reinforced with steel with only one door and grill gate.
- V. The entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance.
- VI. All windows and wind screen should have wire mesh protection of not more than one square inch and each window mesh should have a circular port-hole of six inches diameter for use of weapons.
- VII. Alarm system with GSM based auto-dialer & motorised siren should be provided with activation points near guard, driver and rear cabin.
- VIII. Cash cabin should have provisions to lock at least 7 or 8 boxes with floor of CCV through secured chains.
- IX. Cash van should have a fire extinguisher and a first aid box.
- X. Cash van should be provided with a functional cellular / mobile phone connection.
- XI. There should be a secure partition between driver's cabin and cash box area.
- XII. Vehicle should contain adequate fuel and be available at minimum notice as per timings laid down by the bank.
- XIII. The cash van should have anti theft / burglary central locking system for side and rear doors (as in case of cars).
- XIV. All essential features of an efficient vehicle requiring minimum maintenance and providing maximum driving and riding comfort.
- XV. Should conform to local laws stipulated by transport department and other government bodies as well as pollution norms.
- XVI. Cash Van should have GPS (Global positioning System) with ignition immobilization facility, geo fencing, and additional indication of the nearest Police station in the corridor for emergency.
- XVII. Cash van should have CCTV with at least 30 days backup and four cameras installed in front, rear, inside of cash cabin & driver cabin.
- XVIII. CCV shall have tubeless tyres, ground clearance not less than 190 mm and can accommodate at least five passengers.

5 Relationship

It is agreed and understood by the parties that neither the PSA nor any employee of the personnel engaged by the PSA for the purpose of the service (including its owner(s), director(s), partner(s), employee(s) and representative(s) shall have employee employer relationship with the Bank.

6 The PSA's Indemnity and Assurance

6.1 The PSA hereby expressly agrees to indemnify the Bank and keep the Bank indemnified against all loss, liability or obligation arising out of its conduct or that of any of the personnel including its owner(s), director(s), partner(s), employee(s) and representative(s) in connection with the service and this agreement.

6.2 The PSA further agrees to provide an interest free Security Deposit equivalent to one month's charges per cash van. Their deposit shall be returned on termination of this agreement.

6.3 The PSA shall take and service the policy of fidelity insurance in respect of drivers, loader and guards provided and comprehensive / 3rd party insurance for CCV as its own cost and furnish a copy to the Bank.

7. **In case on any day/during any period the PSA fails to provide CCV or the guard, the bank will remit the cash under own arrangements, and double the pro rata charges will be debited from PSA's bill every month.**

8. The Bank's Covenants

- 8.1 The Bank shall in consideration of the services, pay to the PSA charges through NEFT/ RTGS / cheque on monthly basis as indicated below.

- i. Type of Vehicle - Customized cash van based on Light Commercial vehicle.
ii. Number of vehicles -----
iii. Meterage to be covered per month-----KM

- 8.2 Charges to be paid would be Rs. -----per month up to -----Kms duty per month. Additional charges will be @Rs. -----per KMs. Duty hours would be 8 hours on each working day of Bank, additional charges for duty hours beyond this would be @ Rs. -----per hour per person.
- 8.3 The charges payable are all inclusive and no other expenses would be reimbursed to the PSA Rates include all taxes, levies, cell phone charges, fuel charges, insurance premium, salaries / wages, Toll Tax etc. to be paid to the Govt. or any other bodies or drivers or guards provided with CCV. GST would be borne by Bank as applicable.
- 8.4 The Bank shall not be liable to pay to the PSA any amount (whether by way of compensation, remuneration, reimbursement or otherwise) other than the fee as aforesaid, in relation to the service.
- 8.5 The distance will be calculated from Nodal Branch office/Currency Chest or the Initial Reporting Point to place of work only. Distance covered from PSA's depot or overnight parking place to the Initial reporting Point will not be included. Similarly, any meterage spent for repairs etc. or any other work not assigned by the Controlling/Designated Officer of the Bank will be EXCLUDED. A **proper log book** will be maintained for each CCV. Each page will be initialled by the driver of the PSA and designated officer of Branch official DAILY. Monthly summary will be signed by the Branch Incumbent and Authorised Officer of the PSA and presented to the Paying authority along with the Monthly Bill.
- 8.6 No extra meterage or additional working hours is permitted except with the prior and written sanction of the Branch Incumbent. Delays on account of breakdowns due to external events such as accidents, road blocks, unusual traffic jams or work assigned by the vendor will be EXCLUDED while working out the total hours done. Time of reporting and time of dispersal will be recorded daily and initialled by the Designated Official of the BO for cash remittance.
- 8.7 Payment will be made by the Bank within 7 working days of the presentation of the Bill. **There will be no enhancement in rates/charges during the validity period of the present agreement. No other charges shall be payable to the PSA, except the agreed amount.**

9. Non Exclusive Agreement :

It is expressly agreed and understood between the parties hereto that this agreement is on non exclusive basis and the PSA does not have any exclusive right to provide the said services set out herein to the Bank and that the Bank is free to engage as many companies/firms, whether similar or otherwise, to provide such services and enter into agreements with any other person, Firm, Company, Organisation, as may be deemed fit by the Bank. The PSA shall also be at liberty to secure assignments from any other body Corporate or Bank.

10. Publicity

The PSA, its employees, representative etc. shall not use the name, trademark and/or logo of the bank in any sales or marketing publication or advertisement or in any other manner.

11. Performance security

Interest free Performance security deposit equivalent to one month charges per cash van should be provided at the time of execution of agreement.

Performance security can be forfeited in case bidder fails to comply on any of terms mentioned in NIT & agreement for services or information provided by them in tender documents emerges as false at any point of time during period of agreement.

12. Standard of services & conduct of PSA engaged personnel during the period of contract

I. In case at any point of time during the agreement period, it has been observed by linked branch officials / security officer that the standard of services provided is not of the level as expected for secure & safe transportation of bank's assets, then bank can impose penalty equivalent to Rs. 1000/- per instance or terminate the agreement with forfeiture of Performance security deposit.

II. If linked branch official / security officer at any point of time during duty hours observe that PSA engaged staff is not obeying timing /schedule , not in prescribed uniform, gunman not having their weapon with them in functional condition, holding gun with expired gun license validity , misbehave by PSA engaged staff with bank official, in that case bank can deny for services of that particular staff with cash van, PSA has to arrange his reliever on urgent basis, in addition to this bank can impose penalty of Rs. 1000/- for each instance of such default.

III. In case of any day / during any period the PSA fails to provide CCV or any engaged staff , the bank will remit the cash under own arrangement , double the pro rata charges (One day charges= monthly charges / 24 days) will be debited from PSA's bill of that month.

IV. In case the standards/ specifications of CCV depreciate below the level as expected as per annexure-II, then penalty of Rs. 1000/- can be imposed on PSA for each day delay in removing such depreciations/ defaults.

Penalties on the above mentioned defaults would be debited from that month's charges.

13. Antecedent check of Personnel

Personnel employed /engaged by the PSA should have undergone proper 1) antecedent check, 2) Police clearance certificate from his local police station, 3) residence verification for last three years by PSA itself, 4) previous employer check through own resources of PSA, 5) Adhaar verification of each of the personnel through biometric imprints from Unique Identification Authority of India, 6) Credit history check of each of the personnel should be done by PSA to ensure that wilful credit defaulters are not appointed or engaged for cash transportation activities, 7) PSA should obtain a fidelity insurance in respect of every personnel engaged for cash transportation.

14. Training and Certifications of personnel

Every personnel engaged in cash transportation activity should be imparted with refresher training once every years and certified for operational safety in respect of the duty / job allotted to them.

15. Miscellaneous

15.1 The Bank may amend this agreement by giving a notice of one month of such amendment to the PSA, on the address first stated above.

15.2 The Bank shall have a right to terminate this agreement any time without assigning any reason whatsoever. On such termination, the First Party will have right to get service from other Agencies or make such alternate arrangements, as it deem fit, without any let or hindrance and if termination is caused due to any default or non-performance or unsatisfactory performance of PSA . PSA shall be liable to pay damages being the extra cost to be incurred by the First Party. PSA shall reimburse the amount claimed by the First Party immediately after demand.

15.3 This agreement shall stand terminated in the event of :

- i. Any of the PSA representations and undertakings being or becoming incorrect or untrue.
- ii. Breach by the PSA to observe any of the terms and conditions contained herein or under any of the letters of request and authorization issued by the Bank in pursuance hereof or under any other agreement entered by the PSA or any of its personnel (including its owner(s), director(s), partner(s), employee(s) and representative(s) and
- iii. Insolvency or bankruptcy of the PSA or any of its personnel including its owner(s), director(s), partner(s), employee(s) and representative(s).

15.4 The PSA shall not assign the rights or obligations hereunder, unless permitted by the Bank.

15.5 The Bank may assign its rights and obligations hereunder in its sole discretion.

15.6 Bank can terminate the contract at any point of time by giving 30 days notice to PSA on their registered address. PSA will not be entitled to claim any compensation against such termination.

16. If PSA fails to maintain the standard of services or fails to render the services as per terms of NIT & agreement.

17. If at any point of time the regulatory authority (RBI), Govt. Of India, Hon'ble court issue any directions regarding cash transportation activities, which contradict with terms of our existing contract.

18. If termination in contract done on account of default from the side of PSA in complying the terms of NIT & agreement, the performance security stand forfeited.

19. **Effects of Termination:** In case of termination of contract for default of PSA, Bank is entitled to invoke the Performance Bank Guarantee, and enforce the Indemnity bond executed in its favour, forfeit the security money deposit and impose liquidated damages and/or such other penalties as it deems fit and proper without prejudice to its other rights and contentions available under the law(s) for the time being in force. Bank can de-panel the PSA if their contract is terminated due to default at their end as stated in work order.

20. The PSA shall not assign the rights or obligations hereunder, unless permitted by the Bank

21. The Bank may assign its right and obligations hereunder in its sole discretion.

22. **Confidentiality Agreement:** - The PSA must undertake that they shall hold in trust any information received by them, under the Contract/Agreement and the strictest of confidence shall be maintained in respect of such information. Disclosure of any information received by the PSA in course of business to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Empanelment.

23. Non -Assignment: - Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, sub-contracted, assigned or delegated to any third party by the PSA without prior written consent of the Bank.

24. Resolution of disputes:- The PSA and the Bank shall endeavour their best efforts to amicably settle all dispute(s) / difference(s) arising out of or in connection with the contract in the following manner:-

a. The party raising the dispute(s)/ difference(s) shall address to the other party a notice requesting an amicable settlement of the dispute(s)/difference(s) within seven (7) days of receipt of the notice.

b. In case the dispute(s)/difference(s) are not resolved by amicable settlement, the matter will be referred for informal negotiation between Bank and the PSA. The matter shall then be resolved by them and the agreed course of action shall be documented within a further period of 30 days.

c. The parties agree that if the dispute (s)/ difference (s) between the parties is not settled by negotiation in the manner described hereinabove, the same shall be resolved exclusively through arbitration and such dispute shall be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Pune and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or amendments thereof. Each party shall appoint one arbitrator of its own choice and two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intentions 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 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 arbitration shall hold their sittings at Pune. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Pune alone shall have the exclusive jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the parties and judgement 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.

Notwithstanding the existence of any dispute (s)/difference(s) between the parties or the subsistence of any arbitration or other proceedings, the PSA shall not be entitled to suspend the service (s) or withhold the job and shall continue to render service(s) or take all necessary steps to complete the job in accordance with the NIT & Agreement.

25. Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or made if sent by registered A D at the address and to the authorized person at following address :

Name & Address of PSA

Name & Address of Bank

ii) This Agreement shall be governed by and shall be construed in accordance with Indian Laws. Any legal action or proceeding out of this Agreement shall be brought under the jurisdiction of the courts and tribunals of Pune (Maharashtra).

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

For the Bank

For PSA

UCO Bank
(First Party)

Name
Designation

Application Format

Basic Information

(To be filled by applicant)

Sr. No.	Particulars	Details
1	Name of the Company/Firm/Applicant and address of the registered office:- Phone.No: Fax No:- Email: MobileNo:- Website, if any:-	
2	Date and year of establishment (enclose documentary evidence)	
3	Type of the organization (whether sole proprietorship, Partnership, private ltd. or Cooperative body etc.)	
4	Name of the proprietor/partners/Directors of application with address and phone no. a. b. c.	
5	Details of registration- whether partnership firm, Company etc. Name of registering authority, Date and Registration number. (enclose documentary evidence)	
6	Whether the firm has worked for the Government/Semi-government/Municipal Authorities or any other public organization Banks etc. if so, give details.	
7	No. of years of experience in the relevant field. (enclose certificate)	
8	Yearly turnover of the organization during last five years (year wise)- as certified by the chartered accounted (enclose copy of balance sheet of last year)	Rs. -----for 2021-22 Rs. ----- for 2022-23 Rs. ----- for 2023-24
10	Income tax no:- Permanent A/c no: GST no: (enclose documentary evidence)	
11	Details of offices/staff member (may attach separate sheet)	
12	License Number/ name of the Licensing authority	

- **Maharashtra / Goa State Registered Office is Compulsory.**

Signature of Applicant with stamp

List of important works completed

Sr. No.	Name of the Organizations	Current Work Order No & date	Value of contract (Rs.)	Remarks

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any

Signature of Applicant with stamp