

REQUEST FOR PROPOSAL- No. ZOJP/SEC / 01/2022

DATE: 30.04.2022

**UCO Bank, Zonal Office, Arcade International, Civil Lines, Ajmer Road, Jaipur-302006 seeks Request for Proposal (RFP) hiring two Cash Vans with armed guards (two arm guards in each cash van).**

Schedule of the tender process is as follows:-

Date of issue of RFP	06.05.2022
Last Date, Time and Place for submission of Bid	30.05.2022, up to 1500 Hrs at UCO Bank, Zonal Office, Arcade International, Civil Lines, Ajmer Road, Jaipur-302006
Date, Time & venue of Pre-bid meeting	9.05.2022, 1100 hrs. At Zonal Office, above mentioned address.
Date, Time & Venue for opening of Technical bid ( Part -I) for Preliminary Scrutiny	31.05.2022, at 1200 Hrs. at Zonal Office, above mentioned address.
Date, Time & Venue for opening of Financial bid ( Part -II)	31.05.2022, at 1400 Hrs. at Zonal Office, above mentioned address. .
Address for communication	As above
Proposed stations of cash vans	At Banipark
Validity of tender	90 days from the date of issuance

**Note:** 1. In case the date of submission or opening of Bids is declared a holiday in Rajasthan or any decision of govt. imposing lockdown in the specific area of Jaipur, the RFPs will be received or opened on next working day.  
 2. Bids will be opened in presence of the vendors' representative(s) who choose to attend the RFP opening process. One authorized representative of the Vendor will only be allowed at the time of opening of the RFPs.

**Invitations of bids for providing two Hired Cash Vans with armed guards (two arm guards in each cash van) for cash remittance in Jaipur Zone**

1. Applications are invited from reputed Private Security Agencies (PSA) for providing hired services of two **customized air-conditioned Cash Van based on Light Commercial vehicle with Armed Guard armed guards (two arm guards in each cash van)** for remittance of cash among our various branches/offices and currency chests located in Jaipur Zone of UCO Bank.

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

- Reputed security services providers specializing in providing customized Cash Vans with armed guards in Govt. / PSU / PSB for at least last 5 years as on 31<sup>st</sup> March, 2022.
  - Ability to undertake all remittance related work for all branches throughout the zone.
  - Ability to provide Customised Cash Vans with drivers 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 and guards duly verified from the local police authorities.
  - Ability to commence service within 30 days from date of placement of order.
  - PSA should have valid license under PSARA in their name for the state of Rajasthan.
- 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. Twenty thousand ( 20,000/-) in the form of DD in favour of UCO bank, Zonal Office, Jaipur, payable at Jaipur 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.
  - Applications are to be sent to **UCO Bank, Zonal Office, Arcade International, Civil Lines, Ajmer Road, Jaipur-302006** on or before 1500 hrs of 30<sup>th</sup> May 2022 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 **4500 Kms / Month** and 8 hrs per working day of the Bank for the following packages.

#### FORMAT FOR SUBMISSION OF FINANCIAL BID

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#### Annexure –A

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

SI No	Packages/services	Rates (INR) excluding GST
1	Air conditioned Cash van with Driver only	
2	Air conditioned Cash van with driver & one Armed guard	
3	Air conditioned Cash van with Driver & two Armed guards	
4	Charges for one loader/ cash peon	
5	Extra running kilometre charges beyond 4500Kms. @ Rs./Km	
6	Charges for extra working hours beyond 8 hours in a day. @ Rs./Hr per person.	
7	Charges for Night halt at other place. @ Rs./ night per person.	

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. For further details about terms and conditions etc. bidder may visit the Bank's Website at [www.ucobank.com](http://www.ucobank.com).

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

सहायक महाप्रबन्धक एवं उप अंचल प्रमुख

**AGM & DY. Zonal Head**

यूको बैंक, अंचल कार्यालय,

आर्केड इंटरनेशनल, सिविल लाइन्स, अजमेर रोड, जयपुर- 302006 फोन: 0141-2224794

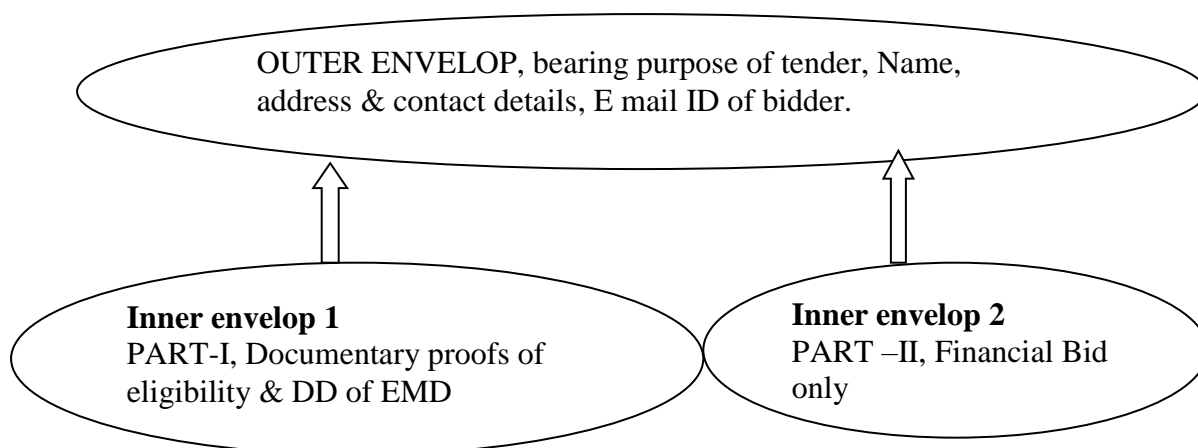
ईमेल: [zojaipur.sec@ucobank.co.in](mailto:zojaipur.sec@ucobank.co.in)

**UCO Bank**, Zonal Office, Arcade International

Civil Lines, Ajmer Road, Jaipur-302006 **Phone:** 0141-2224794;

**E-Mail:** [zojaipur.sec@ucobank.co.in](mailto:zojaipur.sec@ucobank.co.in)

### Packaging of tender documents



### ANNEXURE- I

#### ELIGIBILITY CRITERIA OF BIDDERS FOR PROVIDING CUSTOMISED CASH VANS

- 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 31<sup>st</sup> March 2022(submit proofs with part-I).
- B) PSA should have a credible supervisory infrastructure and network for provision of maintenance of CCVs as also for follow up with law enforcing agencies.
- C) PSA should have a Certificate of Registration with Registrar of Companies or Registrar of Firms or have a letter of proprietorship.
- D) PSA should provide the latest Income Tax Assessment Order and PAN Number (submit proof with Part –I bid).
- E) PSA should provide the latest Audited Balance Sheet (submit proof with Part -I bid).
- F) PSA should be registered with Shops & Establishment Act and provide latest Certificate for ESI Corporation ( submit proof with Part -I bid)..
- G) 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.
- H) PSA should be registered with the Govt. under the Contract Labour Act (Regulation & Abolition) 1970 (submit proof with Part -I bid).
- I) PSA should be registered under the appropriate authority for GST.
- J) 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).
- K) 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.
- L) 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.
- M) PSA should have valid license in their name under PSARA act for the Rajasthan state(submit with Part-I).

- N) PSA should have fidelity insurance for its entire staff for an amount not less than one 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 03 years old** on the date of commencement / renewal of the agreement.
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 CCTV with at least 7days backup and three cameras installed in front, rear and inside of cash cabin.
18. CCV shall have tubeless tyres, ground clearance not less than 190 mm and can accommodate at least five 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) 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.

#### **Training & certification of personnel**

Every personnel engaged in cash transportation activity should be imparted with refresher training once in every two 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 RFP (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 RFP.

### **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 RFP.

**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.

### **Period of the Work**

**Work would be allotted to selective bidder for two 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. Twenty thousand ( 20,000/-) in the form of DD in favour of UCO bank, Zonal Office, Jaipur, payable at Jaipur 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 vans in 30 days of issuance of work order fulfilling the terms & conditions of this RFP.
- 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 RFP & 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 RFP.

### **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 RFP 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.
- iv. 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 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 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 (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 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 tendered, the Bank may not reimburse 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 / 3<sup>rd</sup> 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 RFP & 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 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 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, Jaipur.

**DECLARATION**

The information provided by the bidders in response to this Request for Proposal (RFP) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP. The Bank also reserves its right to accept or reject any or all the responses to this RFP 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 RFP 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 VANS**

(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-700 001 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 Two 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 vans will be provided for 8 hours one Bank's working days. The kilometre-age per vehicle will be 4500 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.**

4. 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.
5. 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.
6. 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.

**7. 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 RFP 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.

**8. 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.**
- 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.

**9. 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 03 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 7days backup and three cameras installed in front, rear and inside of cash cabin.
- XVIII. CCV shall have tubeless tyres, ground clearance not less than 190 mm and can accommodate at least five passengers.

#### 10. **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.

#### 11. **The PSA's Indemnity and Assurance**

- 11.1 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.
- 11.2 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.
- 11.3 The PSA shall take and service the policy of fidelity insurance in respect of drivers, loader and guards provided and comprehensive / 3<sup>rd</sup> party insurance for CCV as its own cost and furnish a copy to the Bank.
12. **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.**

#### 13. **The Bank's Covenants**

- 13.1 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 -----Two-----
  - iii. Meterage to be covered per month-----4500-----KM
- 13.2) 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. Night

halt charges at other than base centre would be @ Rs. -----per person per night.

- 13.3) 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 etc. to be paid to the Govt. or any other bodies or drivers or guards provided with CCV. GST & toll tax would be borne by Bank as applicable.
- 13.4) 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.
- 13.5) 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.
- 13.6) 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.
- 13.7) 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.**

#### 14. **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.

#### 15. **Publicity**

The PSA, its employees, representatives 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.

#### 16. **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 RFP & agreement for services or information provided by them in tender documents emerges as false at any point of time during period of agreement.

#### 17. **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.**

#### 18. **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.

#### **19. Training and Certifications of personnel**

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

#### **20. Miscellaneous**

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.
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.
- 21. 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).
  - iv. The PSA shall not assign the rights or obligations hereunder, unless permitted by the Bank.
  - v. The Bank may assign its rights and obligations hereunder in its sole discretion.
  - vi. 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.
  - vii. If PSA fails to maintain the standard of services or fails to render the services as per terms of RFP & agreement.
  - viii. 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.
  - ix. If termination in contract done on account of default from the side of PSA in complying the terms of RFP & agreement, the performance security stand forfeited.
  - x. **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.
- 22.** The PSA shall not assign the rights or obligations hereunder, unless permitted by the Bank
- 23.** The Bank may assign its right and obligations hereunder in its sole discretion.
- 24. 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.
- 25. 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.
- 26. 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 Jaipur 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 Jaipur. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Jaipur 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 RFP & Agreement.

27. 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

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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 Jaipur ( Rajasthan)

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

**For the Bank**

**For the PSA**

For UCO Bank

(First Party)

Name

Designation

Date

## ANNEXURE-IV

**DRAFT FORMAT OF INTEGRITY**

**(On appropriate Non- judicial stamp & to be submitted with part-I bid)**UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its HeadOffice at 10 Biplabi Trailokya Maharaj Sarani, Kolkata-700001and one of its **UCO Bank, Zonal Office, Arcade International, Civil Lines, Ajmer Road, Jaipur-302006**, India hereinafter referred called "The Bank" of the "ONE PART"

And

M/S .....(Name and address of the vendor company) ( herein after called "The PSA" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, administrators, executors, representatives and assignees of successors in office) of the "OTHER PART"

**Preamble**

The Bank intends to award, under laid down organizational procedures, contract/s for.....The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its "The PSA"

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Bank.**

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Bank, personally or through family members, will in connection with the tender for, 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.
  - b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Bank will exclude from the process all known prejudiced persons.
2. If the Bank obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if/there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

**Sections 2 – Commitments of the Bidder (s)/Contractor(s)**

1. The bidder(s) /contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of 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 or during the execution of the contract.
  - b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of 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.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the

Bidder (s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

#### **Section 4 : Compensation for Damages**

If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

#### **Section 5 : Previous Transgression**

The Bidder declares that no previous transgressions occurred in the last three years 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 his exclusion from the tender process.

If the bidder makes incorrect statement on this subject he can be disqualified from the tender process and action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6 : Equal treatment of all Bidders/Contractors.**

The Bidder (s)/Contractor(s) undertake(s) to a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing.

The Bank will enter into agreements with identical conditions as this one with all bidders & contractors

The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 : Criminal charges against violation Bidder(s)/Contractor(s).**

If the Bank obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

#### **Section 8 : Independent External Monitor/Monitors**

The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Bank.

The Bidder(s)/Contractor (S) accept that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.

The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should an occasion arise, submit proposals for correction of problematic situations.

Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.

If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word “Monitor” would include both singular and plural.

#### **Section 9 – Pact Duration.**

This pact begins when both parties have legally signed it, if expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months ---- the contract has been awarded.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

#### **Section 10 – Other provisions**

This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. Jaipur

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Bank)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Witness : (Name & Address)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_  
Witness : (Name & Address)