

**NOTICE INVITING EXPRESSION OF INTEREST FROM
EMPANELLED PRIVATE SECURITY AGENCY(S) FOR HIRING OF
SECURITY GUARDS(ARMED/UN-ARMED)
FOR BRANCHES/ ZONAL OFFICE NEW DELHI**

**UCO BANK, ZONAL OFFICE
5, PARLIAMENT STREET
NEW DELHI**

INDEX

Sl. No.	Particulars	Page No.
1	NOTICE INVITING EOI AND DISCLAIMER	3
2	PRE-QUALIFICATION CRITERIA	4-5
3	IMPORTANT DATES	6
4	SCOPE OF WORK	7
5	INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS	7-15
6	APPLICATION PROFORMA: (ANNEXURE-I)	16
7	FORMAT OF PSA PROFILE : (ANNEXURE-II)	17-18
8	DETAILS OF REFERENCE SITES : (ANNEXURE-III)	19
9	DUTIES OF ARMED GUARDS: (ANNEXURE-IV)	20-21
10	DUTIES OF UN-ARMED GUARDS: (ANNEXURE-V)	22-23
11	CHECK LIST OF DOCUMENTS(ANNEXURE –X)	24
12	PRICE BID-GENERAL GUIDELINES	25-26
13	PRICE BID FORMAT: SECURITY GUARD WITH & WITHOUT ARMS	27
14	AGREEMENT DRAFT COPY FOR PROVIDING SECURITY GUARD	28-35

Notice Inviting Expression of Interest (EOI) from Empanelled Private Security Agency(s) for hiring of Security Guards (Armed/Un-Armed) for Branches/Offices under New Delhi Zone

The offers submitted by the bidders in response to this Expression of Interest (EOI) will become the property of UCO Bank. UCO Bank reserves the right to amend, rescind or reissue this EOI without assigning any reason(s) and without any costs or compensations therefore. UCO Bank also reserves its right to accept or reject any or all the responses to this EOI without assigning any reason(s) whatsoever and without any costs or compensations therefore. UCO Bank will evaluate the offers/proposals by following such methods, criteria and rationale which, in its opinion, are in the best interest of Bank. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidders.

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 is expressly disowned. The EOI is not an offer by UCO Bank, but an invitation for vendor'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 selected bidder. **Bank reserves the right to modify/alter any terms and conditions of the Tender (components of Technical Bid and/or Price Bid) as deemed fit.**

Notice to Empanelled private security agency (PSA) for providing preferably Ex-Serviceman/Ex- Central Para Military Force Security Guards (Armed/Un-Armed) to Bank's Branches/offices of New Delhi Zone.

UCO Bank , ZONAL OFFICE, NEW DELHI invites "Expression of Interest (EOI)/ applications from empanelled private security agencies (PSAs) with the Bank, for providing preferably **Ex-Serviceman/Ex-Central Para Military Force** private security guards (Armed/Un-Armed) for its various Branches/Offices under New Delhi Zonal office. The empanelment shall be for a period of three years (which is subject to renewal every year by the Bank based on the PSA's performance) unless terminated earlier by the Bank at its own convenience by giving a prior notice of 30 days in writing to the PSA without assigning any reason(s) and without any cost(s) or compensation there for.

The offers of only those empanelled private security agencies which fulfill the following Pre-Qualification Criteria will be considered.

1. **Pre-Qualification Criteria:** The Private Security Agency intending to submit offer -
 - a) Should have a valid **PSARA licence of Delhi, UP and Haryana.**
 - b) Should have business in India and should not be a subsidiary or associate of a foreign company.
 - c) Should have effective infrastructure for the training of the Guards.
 - d) Should have Credible Supervisory Infrastructure and network.
 - e) Should have a Certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship.
 - f) Should submit Income Tax Return for last 3 Financial Years & PAN.
 - g) Should be a profitable organization for last three financial years and should have Audited Balance Sheet for last 3 Financial years
 - h) Should have Registration under Shops & Establishment Act and Certificate from ESI Corporation (latest).
 - i) Should have Certificate from EPF Authority under EPF & Misc. Provision Act-1952 (latest).
 - j) Should be registered with the Govt. under Contract Labour Act (Regulation & Abolition) 1970.
 - k) Should have registration with appropriate authority for GST.
 - l) Should have documents to prove compliance of Minimum Wages Act, 1948 and Central Rules (latest).
 - m) should have on its roll minimum 100 Armed Guards, out of which atleast 50 Armed Guards are engaged/provided to Govt/Public Sector Organisations preferably to Banks. Details of such sites should be furnished (attach proof)
 - n) Should have Registration & Exemption Certificate from the State Security Guard Board wherever applicable
2. To ascertain the existing standard & status of the Private Security Agency in the market, the following requirements will be given due weightage:

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- a) Ex-Director General, Resettlement, Ministry of Defence, registered agency (actual status must be confirmed by a visit on ground).
- b) Providing services to Govt./ PSBs & PSUs.
3. Application-Forms can be obtained from UCO Bank, Zonal office New Delhi Security department, 5, Parliament Street New Delhi on any working day between 11.00 AM to 4.00 PM from **17.01.2023 to 16.02.2023**. However, Private Security Agency, those intending to collect application-Forms will have to satisfy the Bank by furnishing documentary evidence in support of the required eligibility and in the event of their failure to do so, the Bank reserves the right to refuse issuance of Application-forms. For downloading **EOI Form**, please visit our website <http://www.ucobank.com>
4. Offer Documents/ Applications in response to Expression of Interest complete in all respect can be submitted along with payment of **Rs 2000/- as Demand Draft** (Non-Refundable) towards the cost of EOI document and Earnest Money of **Rs 10,000/-** (Rupees Ten Thousand only) by way of a **Bank Guarantee** in favour of UCO Bank, issued by a scheduled commercial bank other than UCO Bank on behalf of the bidder, in sealed covers super scribing "Engagement of PSA for Hiring of Private Security Guards." should be submitted to Chief Manager Security, UCO Bank, ZONAL OFFICE, 5 parliament street New Delhi or before **16th Feb, 2023 up to 17:00 Hrs. .**
5. **Part -1** of the tender (**Technical Bid**) will be opened at 3.00 PM on **17th Feb, 2023**. The bids of only those bidders whose eligibility documents are found to be satisfactory and are recommended by Bank's Evaluation team after confirmation of all documents, will be considered for participating in the Price Bid. The Price Bids of the bidders, who are found ineligible, will not be opened and shall be treated as rejected.
6. **Part-II (Price bid)** will be undertaken by UCO Bank, Zonal Office New Delhi, amongst the shortlisted agencies only, who are found suitable for the area of jurisdiction of New Delhi Zone (Delhi and NCR Region).
7. The Bank reserves the right to reject any or all bids without assigning any reason(s) and without any cost(s) or compensation thereof.
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8. Important Dates for the Tender:-

Date of Obtaining Application forms	17.01.2023 to 16.02.2023
Last Date of submission of Technical Bid	16.02.2023(17:00 Hrs.)
Date of Pre-Bid Meeting	10.02.2022(3:00 PM)
Date of Opening of Technical Bid	17.02.2023(3:00PM) or Will be intimated by Bank
Date of Financial Bid	Will be intimated later to shortlisted vendors
Contact Person	Awadhesh Kumar, 011-49498228 e-mail- zonewdelhi.sec@ucobank.co.in

Sd/-
Zonal Manager
Zonal Office, New Delhi

Notice for Engagement of Private Security Agency for providing preferably Ex-Serviceman/Ex-Central Para Military Force security guards(Armed/Un-Armed) for Bank's various branches and offices located in New Delhi Zone.

SCOPE OF THE WORK

Deployment of preferably **Ex-Serviceman/Ex-Central Para Military Force**, Armed Guards and / or Un- Armed Security Guards for guarding at Bank's high risk branches and Armed Guards and / or Un-Armed Security guards at administrative offices & branches located under New Delhi Zone. Upon L1 short listing, the agencies shall be allotted Branches. The order of the deployment of security guards shall be placed by UCO Bank, Zonal Office New Delhi, as per its requirement, with the shortlisted agencies among the empanelled PSAs.

The assignment will be valid for a period of three years, subject to renewal of agreement every year on the basis of their performance feedback. However, after completion of the initial period of one year, the Bank may, at its discretion, renew the contract on year to year basis (subject to maximum period of **three years** from the date of initial agreement) on the same terms and conditions if –

- a) the PSA's performance is found to be satisfactory, and
- b) the PSA fulfills the minimum wages compliant revised by the Central/State Government and other laws for the time being in force.

1. TERMS & CONDITIONS

Deployment of Security Guards is to be completed by the PSA within a period of 15 days from the date of PSA's acceptance of the Work Order issued by the Bank.

The duties and responsibilities of the Armed Guards/Un-Armed Guards as expected by the Bank are mentioned in detail in Annexure-IV and also in Annexure-V.

Any delay in deployment over the stipulated period will attract penalty of 5 % of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. The Bank reserves its right to recover this amount by any mode, which includes adjustment made against any payment to be made by the Bank to the PSA and/or from the Bank Guarantee without prejudice to its other rights and contentions available under the law for the time being in force.

The Bank reserves the right to increase or decrease the number of Security Guards to be deployed in the said locations according to its requirement i.e. States, Zones or Regions. If the shortlisted PSA is unable to fulfill the orders within the stipulated period, then Bank will have the right to allot the work to other shortlisted PSA after giving 15-days notice to the defaulting PSA; in such case the PSA shall have to execute the work at the L1 rate.

2. ELIGIBILITY CRITERIA FOR SHORT-LISTING:

For short listing of Private Security Agencies (PSA) the following criteria shall be applied. For this

purpose PSAs shall submit proof of documents along with the Tender and PSAs not conforming to any of these parameters as on last date for submission of bids will not qualify for short listing:

(ALL CERTIFICATES & PROOF OF DOCUMENTS SHOULD BE SELF ATTESTED/CERTIFIED)

- a) PSAs should be either companies, LLPs, partnership firms or a proprietorship concern, registered in India, reputed for providing security guards services. (Copy of certificate of incorporation and certificate of registration to be submitted). However, in case of a company, the PSA should not be a subsidiary or associate of a foreign company.
- b) PSAs should have obtained a license in accordance with Sections 4 & 7 of the Private Security Regulation Act 2005 issued by the respective state (s). Agency not having PSARA license will not be considered for empanelment (copy of PASARA license(s) to be submitted)
- c) PSAs should have their own infrastructure for training their guards
- d) PSAs should have credible Supervisory Infrastructure and network.
- e) PSAs should have Income Tax return of last three years. (Copy of pan card and Income tax return of past three years to be submitted)
- f) PSAs should have Audited Balance Sheets and Profit & Loss Accounts for the past three years. (Copy of balance sheet and Profit & Loss Accounts with signature and seal of Auditor to be submitted)
- g) PSAs should have Registration under Shops & Establishments Act. (Copy of certificate to be submitted)
- h) PSAs should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC (Copy of certificate to be submitted)
- i) PSAs should have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the PSA should have been submitting EPF contribution online. (Copy of certificate to be submitted)
- j) PSAs should have copy of labour license in Form VI as per Contract Labour Act
- k) Documents proving compliance of Minimum Wages Act 1948 and other labour laws and rules be submitted.
- l) PSAs should have their office(s) at major cities in India with telephone connection and e-mail facility.
- m) PSA should have minimum three years of experience providing Security Guards services to minimum **two public sector banks or two public sector** undertakings/Govt. Organisations.
- n) PSA Should submit satisfactory service certificate from two Public sector banks or Public sector Undertaking/Govt. Organisations, where it is presently providing security services.
- o) The PSA should be a **profitable organization** for the last three financial years and the average turnover of the PSA during the last three financial year should not be less than **Rupees one crore**.
- p) PSA shall not be owned or controlled by any Director or serving Officer/Employee of UCO Bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956. (A certificate denying the ownership of PSA by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 **issued by the CEO or Director or Partner or Proprietor of the PSA** to be submitted along with the tender).
- q) PSA should have a certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship.
- r) PSA should be registered with the Govt. under contract Labour Act (Regulation & Abolition) 1970.

- s) PSA should have Registration with appropriate authority for Service Tax.
- t) PSA should have on its roll minimum 100 Armed Guards, out of which atleast 50 Armed Guards are provided to/engaged with PSBs or PSUs or /Govt. Organisations .
- u) PSA should have Registration & Exemption Certificate from the State Security Guard Board wherever applicable.
- v) PSA should submit a declaration cum undertaking that it will comply with the all laws, rules, regulations, bye-laws, notifications, etc. for the time being in force.

Intending PSAs should furnish details about their firm as per PSA's profile (Annexure -II).

3. TWO BID SYSTEM OFFER

The offer will be in two parts, Technical Bid and Price Bid. Technical Bid will be undertaken by Security Department, UCO Bank, Zonal office New Delhi; **after technical evaluation, suitable Agencies will be empanelled for New Delhi Zone (Delhi and NCR Area)**

The Financial Bid/ Price Bid will be undertaken by UCO Bank, Zonal office, New Delhi, among the empanelled vendor(s) who are found suitable for rendering service for a particular State.

AWARD OF CONTRACT:- The award of contract would be to the vendor(s) who offered the L1 price in the Financial Bid for providing Security Guards(Armed/Un-Armed) for a particular Zone.

In case of a tie between two vendors in the price bid, award of contract will be decided by lottery system.

4. EARNEST MONEY DEPOSIT

Earnest Money Deposit of **Rs.10,000/-** (Rupees Ten Thousand only), in the form of a Bank Guarantee valid for a period of one year issued by a scheduled commercial bank other than UCO Bank, favoring UCO Bank, payable at New Delhi must be submitted along with the EOI Offer(Annexure-IX). Offers not accompanied with Earnest Money Deposit will not be accepted. This amount will be forfeited if, having been selected by the Bank for the job, the PSA refuses to accept any contract or having accepted the contract, fails to carry out his obligations mentioned therein. No interest will be payable on the Earnest Money Deposit. The Earnest Money Deposit will be refunded to the unsuccessful PSAs on completion of the process of selection. The Earnest money paid by the successful PSAs will be released only after furnishing the Performance Bank Guarantee.

5. 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 **3% 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 New Delhi. (Annexure -VI).

6. TECHNICAL BID OFFER

The Technical Bid Offer (TO) should be complete in all respects and contains all information asked for in this document. It should not contain any price information.

The Technical Bid Offer should comprise of the following:

Covering letter on the prescribed format

(Annexure-I). PSA profile as per Annexure II.

All the relevant documents related to eligibility criteria (self attested copies of certificates & other Documents, Brochures, leaflets, manuals etc., if any)

Details of reference sites as per Annexure-III.

Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand Only) as per Annexure-IX.

Tender Fee: A DD of Rs 2000/- as cost of tender

6.6.1 LATE BIDS:- Any bid received after the deadline for submission of bid prescribed by the bank will be rejected and/or returned unopened to the Bidder, if bidder so desires.

7. NO ERASURES OR ALTERATIONS

Techno-commercial details must be completely filled up. Corrections or alterations, if any should be duly authenticated.

8. VALIDITY OF OFFER

The offer will be valid for period of 180 days from the last date of opening of the offer i.e. 17.02.2023, within which period the bidder cannot withdraw their offer including the period being extended further, if so required, by the Bank from time to time. Any contravention of the above conditions will ensue the forfeiture of the Earnest Money deposited by the bidder/selected bidder.

9. EVALUATION PROCESS

Offers (Response to EOI) will be evaluated in the following stages:

Stage I

Incomplete Offers, i.e., offers not accompanied by the mandatory documents as per point no. 6 (eligibility criteria) above, shall be summarily rejected.

Stage II

Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof of documents submitted by the bidders. Offers not complying with the eligibility criteria will be rejected.

Stage III

Short-listing of bidder(s) based on proof of documents submitted, site visits by Bank's officials and satisfactory feedback from reference sites.

Stage IV

Listing of qualified technically suitable agency(s) For New Delhi Zone.

Stage V

Financial Bid & Selection of PSAs: Financial Bids/Price Bid will be undertaken amongst the Technically qualified bidder(s) only and award of contract would be to the bidder who offered the selected L1 price in the Financial Bid for providing Security Guards(Armed/Un-Armed) for New Delhi Zone.

10. 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 therefor.

11. OPENING OF OFFERS

Technical Bid offers will be opened at Bank's Zonal office, New Delhi at 3.00 p.m., on **17.02.2023**. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. Date of Submission of Financial Bid/Price Bid including its Date & Time of opening **will be intimated to the shortlisted vendors on a later date**.

11.A. 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(Annexure-X).
- 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.

12. PAYMENT TERMS

No advance amount will be paid to PSA. Monthly payment conforming to the attendance of the Security Guards as per documents to be maintained by the PSA, which is to be duly verified by respective Branch/office. The PSA should ensure to make the payment of wages to all the security guards on/before 7th of every calendar month for the duty performed in the preceding month.

13. Compliance to laws: The successful bidder shall conform to the provisions of Law(s), Bye-Law(s), Regulation(s), Notification (s) etc. relating to the work 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.

14. Responsibilities of PSA

- a) The Armed Guard should not be more than **50 years of age** and preferably either Ex-Serviceman or Ex-Para Military personnel. The ratio of Ex-serviceman to be at least **25%** of the total Armed Guards supplied.
- b) The Armed Guards should be literate, medically fit, and mentally sound and possess good physique to perform all duties of Armed Guard assigned by the bank.
- c) Armed Guard should not be in Low Medical Category as recorded in discharge book of Ex- Servicemen/Ex-Para Military personnel, Medical category will be considered valid for 2 years from date of discharge and thereafter his medical fitness will be considered as per fresh medical fitness certificate from a Registered Medical Practitioner with qualification not less than a M.B.B.S. as produced for verification by the PSA.
- d) The duty time of the Armed Guards will be 8 hours per day(during banking hours) in uniform provided by the PSA. PSA has to arrange for a reliever of armed guard deployed at

the branches compulsorily on the mandatory weekly off days or in the absence of the guard deployed. The reliever should be paid as per minimum wages even if that payment is not mentioned in the bid.

e) The Armed Guard should be in possession of a valid gun license to carry a 12 Bore DBBL gun by the PSA for performing his duty. PSA has to arrange for replacement of any particular Security Guard in case the Bank officials ask for the same.

f) PSA should submit his bill along with the copies of the previous E.C.R. for EPF and ESI premiums contributed for the PSAs employees (of both regular and reliever) deployed in the building otherwise the payment will not be released.

g) PSA should maintain the attendance and leave of the employee and produce before branch manager whenever he wishes to inspect them.

h) PSA should maintain the Muster Roll as per Form XVI and PSA should issue employment card as per Form XIV to each guard, complying to The Contract Labour (Regulation & Abolition) Central Rules, 1971.

i) **Character & Antecedent Verification-** Before deployment of their security guards, the PSA should arrange for verification of the antecedents of the guards by the police and such verification Certificate by the police should be submitted by the PSA to Central Security Department, UCO Bank, Head Office before deployment of the guard and during periodic rotation of guards.

15. Fidelity Insurance Cover:- Submit the Fidelity Insurance Cover of **Rs 1.00 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.

16. 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.

17. Execution of Agreement: The successful bidder shall submit the 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 valid Bank Guarantee for performance @ **3% of Total Annual Contract Value** will also be deposited before or at the time of execution of the Agreement with New Delhi Zone. It is understood that the PSA(s), who are willing to offer their Security Guards services in response to this EOI have read all the terms and conditions given in Annexure-V and have agreed to all the Terms & Conditions without any modifications.

18. 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 the following 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:**

- If the selected PSA fails to deploy their Security Guards within the stipulated time schedule or the extended time as communicated by the Bank.
- Delay in deployment of Armed Guards or Partial execution of job.

- c. During contract period if the PSA violates either the terms and conditions mentioned in EOI or the responsibilities as mentioned in Para 14 above, or 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.

Termination at Bank's Convenience: The Bank reserves its rights to terminate the contract at its own convenience by giving a prior written notice of 30 days to the selected bidder without assigning any reason(s) for such termination and without any cost(s) or compensation therefor.

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.

19. RIGHT TO ALTER QUANTITIES & REPEAT ORDER

The Bank at its discretion can either reduce or increase the number of Security Guards to be deployed on the same terms and conditions and the proportionate payment thereof shall be made to the selected bidder. The Bank also reserves the right to alter and repeat order.

20. 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 security guard services provided. The successful bidder(s) has to sign an Indemnity Bond as per Bank's Format (**Annexure-VIII**) on Non-judicial Stamp Paper of appropriate value in favour of UCO Bank, Zonal office, New Delhi.

21. Integrity :

- a) The Bank and the bidder (s)/successful bidder(s) 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 bidder (s)/successful bidder(s) 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.

22. Successful bidder has to submit Integrity Pact as per Bank's format as per **Annexure-VII** on Non-judicial Stamp Paper of appropriate value with UCO Bank, Zonal office, New Delhi.

23. Non-Disclosure/ Confidentiality Agreement : The successful bidder 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.

Notwithstanding 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.

24. 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 successful bidder without prior written consent of the Bank.

25. Force Majeure:

Force Majeure is herein defined as nay 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 legalembargos.
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.

26. Resolution of Disputes:

The selected bidder and the Bank shall endeavor 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 New Delhi 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 New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata 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 EIO & Master Agreement.

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

28. 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 New Delhi

29. For further clarifications, if any, you may contact the following address:

The Chief Manager Security, UCO Bank, Zonal office, New Delhi at the above mentioned address

30. Canvassing in any form will be treated as disqualification for the bidders.

Sd/-

Zonal Manager

Zonal Office, New Delhi

(Letter to the bank on the Agency's letterhead)

To
Zonal Manager
5, Parliament Street,
New Delhi

Dear Sir,

Sub: Your EOI for Deployment of Security Guards at various branches/offices of UCO Bank located in Branches/Offices under New Delhi Zone.

With reference to your notice inviting Expression of Interest (EOI) published in News papers on 17.01.2023 and the notice published in your website with effect from 17.01.2023, having examined and understood the instructions, terms and conditions forming part of the EOI, we hereby enclose our offer for the supply of Ex-Serviceman/Ex-Para Military Force Security Guards Services(armed/Un-Armed) as detailed in your above referred EOI.

We confirm that we have not been disqualified by any PSUs for deployment of Guards in the last 05 (five) years.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the EOI. We also confirm that the offer shall remain valid for 180 days from the last date for submission of the offer. We hereby confirm that we have read the terms and conditions given at the Annexure-IV & V of the EOI and agree to them fully. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reason whatsoever.

We also enclose herewith a DD of Rs 2000/- towards cost of tender fee and a Earnest Money for Rs.10,000/ (Rupees Ten Thousand only) favoring UCO Bank and payable at New Delhi, being the EMD, details of the same are, as under :-

- . DD Number, Bank and Date of issue:-
- . Bank Guarantee No. :-
- . Date of issue of Bank Guarantee:
- . Name of Issuing Bank:

Yours faithfully,

Authorized Signatory

(Name, Designation & seal of the firm)

PSA PROFILE

1. Name of the Organization and Address:
2. Year of Establishment:
3. Status of the firm:
(Whether Pvt. Ltd. company / Public Ltd. company/ Partnership Firm/Proprietor)
4. Name of the Chairman/Managing Director/CEO/Country Head (as the case may be):
5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy.
6. a) Name and address of Bankers :
i)
ii)
b) Turnover of the Company/Firm from **SECURITY GUARD SERVICE ONLY:** (Please attach a copy of audited Balance Sheet and Profit & Loss Account for the years, 2019-20/20-21/21-22 as proof of documents)

FYs	Turnover in Crores	Average Annual Turn over
2019-20:		
2020-21:		
2021-22:		

7. Whether registered for Service Tax purposes. If so, mention number and date.
8. Whether an assessee of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income tax returns (ITR) for last three years
9. Is the Company/Firm a supplier of Security Guards Services? If yes,
 - a) Mention the addresses and phone numbers of the Company's office at different locations.
 - b) What are your main fields of activities? Mention the fields giving the annual turnover for each field. i)
ii)
10. Since when and how long your Company/firm has been supplying Security Guards services?

11. If you have been prequalified by other public sector banks for supply of Security Guards Services, furnish their names and date of empanelment.

12. Furnish the names of renowned public sector undertaking/organizations, where you have supplied Security Guards services location wise during the last three years, i.e., from 01 January 2019 to December 2021:

Name of Organization with Address	Working Since when	Average annual Payment received

(Please attach copies of their orders or payment proof)

A separate sheet may be attached if the above space is inadequate)

13. Details of Uniform:

Describe the Uniform and liveries which will be used by the agency during the contract period in detail. There shouldn't be any deviation in the uniform details submitted in technical tender. (It should not have resemblance with any uniform used by Armed forces/ Para military or police.)

14. Details of Security Supervisory Staff :

	Name	Qualification	Post Held	Experience

15. I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, any contract made between ourselves and UCO Bank on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.

16. I / We agree that the decision of UCO Bank, Zonal office, New Delhi in selection of PSAs will be final and binding to me / us.

17. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.

18. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

19. I/We agree to comply with the all laws, rules, regulations, bye-laws etc for the time being in force pertaining to hiring of security guards as per the EOI.

SIGNATURE:

Name & Designation & seal of the Company

(Letter to the bank on the Agency's letterhead)

Annexure - III

Reference Site Details where security guard service is provided: -

(1) Name of the company	
Address of the Public sector Bank / Public Sector Undertaking Central/Zonal/Regional Office	
Name, designation of contact person with telephone No. and e-mail id	<p>Name:</p> <p>Designation:</p> <p>Landline No.:</p> <p>Cell No.:</p> <p>E-mail id:</p>
Details of Security Guards Services in last 3 years (Ref. No., date of order and quantity)	
(2) Name of the company	
Address of the Public sector Bank / Public Sector Undertaking Central/Zonal/Regional Office	
Name, designation of contact person with telephone No. and e-mail id	
Details of Security Guards Services in last 3 years (Ref. No., date of order and quantity)	

AUTHORISED SIGNATORY

(Letter to the bank on the Agency's letterhead)

ANNEXURE IV

DUTIES OF ARMED GUARDS POSTED AT A BRANCH/OFFICE :

The Armed Guard should perform the following Duties:

- a) Work under the general supervision and control of the Branch Manager.
- b) Perform diligently all such duties assigned to him by his Branch Manager / Security Officer or other authorised officer of the Bank.
- c) Be fully conversant with the standing instructions about his duties and responsibilities, with special reference to his area of jurisdiction, layout of the building, telephone numbers of Security Officer/Branch Manager/ Zonal Manager/Fire Brigade and the Police to inform/seek assistance in the case of need.
- d) To wear the prescribed uniform smartly and correctly while on duty.
- e) While on duty the guards will work with eyes open, mind receptive & shall take initiative to find abnormalities. Remain vigilant and alert on duty and not to leave his post until properly relieved.
- f) To Guard and protect all assets of the branch and its building.
- g) Be polite and courteous yet firm in his dealings with the public. Exercise restraint and avoid being provoked.
- h) When on duty at the strong room, carefully examine every aspect of security of the strong room and in the case of any discrepancy, immediately bring it to the notice of his superiors.
- i) While at the gate, ensure proper access control as per instructions to prevent unauthorized entry.
- j) Not to allow any visitor effecting ingress in the branch with unauthorized weapons/ materials like firearms, explosives, etc.
- k) Keep a close watch inside and outside the branch and in the case of any anticipated / existing risk / suspicion, immediately take appropriate action as warranted and also report the matter to his superiors.
- l) When on cash remittance duty, be alert with the fire arm while escorting cash; never carry the cash box but be vigilant and alert.
- m) At the time of handing / taking over of duty, check all locks of rooms and record the result of checking.
- n) Ensure that before/after banking hours all gates are closed. During non-banking hours, allow entry to people, only on production of identity cards / appropriate evidence, or with the permission of the Branch Manager / Security Officer after proper identification.
- o) In the case of a security alarm being raised, close the gate(s).
- p) Be thoroughly conversant with the security standing orders, shooting orders and other orders issued from time to time on matters covering security duties of the branch.
- q) Be thoroughly conversant with the location of fire alarm and hydrants and the places where fire extinguishers are kept and take prompt action in the case of fire.
- r) Be fully conversant with the use of fire-fighting equipment in the branch. Be fully conversant with the photographs of criminals /suspects available in the rogues' gallery.
- s) Be fully conversant with the sequence of action to be taken in the following situations:
 - i. Burglary / theft.
 - ii. Dacoity / robbery.
 - iii. Demonstration.
 - iv. Hold-ups.
 - v. Procession/ Morcha.

-
- vi. Squatting ("Dharna").
vii. "Gherao".
- t) While deployed at the strong room, not to move away from his post under any circumstances, especially when the strong room is opened.
- u) While at the strong room/currency chest duty, ensure that only authorised persons are allowed to open the strong room and that too, during the working hours.
- v) Not to permit movement/loitering of any unauthorized person in the close proximity of the strong room.
- w) Make note of any suspicious movement in the vicinity of the strong room and apprise the Branch Manager/Security officer.
- x) While at the strong room duty, ensure before leaving, that all the doors are properly locked and the electrical current is shut off and also ensure that nobody remains in the strong room.
- y) Be thoroughly conversant with the communication system other than telephones and electrically operated devices, to be able to raise a general alert and inform the Branch Manager/ Supervisory security staff in the case of any eventuality.
- z) While on patrol, perform the following duties:
- I. Carry out surveillance of the premises.
 - II. Prevent use of premises by squatters, hawkers or undesirable characters.
 - III. Prevent misuse of premises for anti-social activities by public, or bank staff
 - IV. Check points and stretches not visible from the static point-duty guard.
 - V. Open and close unmanned gates in an emergency.
 - VI. Deal with untoward incidents.
 - VII. Keep a close watch over the building and other property, against attempts of arson or accidental Fire and take action as per the branch's standing orders on fire fighting.
 - VIII. Collect security information and convey the same to the superiors.
 - IX. Check the identification of all persons, found loitering in close proximity of the bank.
- aa) While on duty check that arms and ammunition are in serviceable condition.
- bb) He should maintain his weapon properly and keep it in serviceable condition at all the times.
- cc) Not to carry the cash container himself.
- dd) Refrain from participating in the trade union activities.
- ee) Any other duties assigned by the Bank.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place:

Signature of Bidder

Date:

ANNEXURE V

DUTIES OF UNARMED SECURITY GUARDS :

- The Security Guard of each shift is accountable for all function during the shift.
- At the beginning of the shift he will completely take over charge from the outgoing guard & while himself leaving on completion of his duty will hand over charge to the incoming guard in clear detail about the activities performed & works pending completion.
- He will ensure at the Main Gate that all entry & exit movements of Men, Material & Vehicles is authorized and takes place smoothly. No deviations to be permitted unless authorized.
- Mobility of the guard on duty is of paramount importance which has to be kept in mind before resuming duties.
- During his duty he will monitor the checking of all out going / incoming workmen, contract labor, Contractors, & Vendors.
- During his duty, he must try & gather information of any abnormal activities in his area of responsibility which if observed, first take corrective / preventive actions & simultaneously keep security officers informed about it.
- Ensure upkeep & highest standard housekeeping of the Main Gates & ensure functioning of all security gadgets & apparatus deployed for routine work.
- Shall maintain liaison with Caretaker, Security officer and be updated always on any changes taking place & inform the same to his security guards.
- Will follow the laid down procedure in case of Visitors and will ensure to maintain a decent behavior with anyone coming in or going out.
- He will always be ready to accept & assist / guide in handling any unforeseen eventualities.
- He will maintain shift documentation as per laid down formats, meet the Visitors & guide them respectfully to the place they are supposed to go after completing Gate formalities for Visitors.
- The guard will ensure all phone calls are received promptly & where required the concerned message is noted down & passed on to the relevant persons / officials when they are available at the first next moment.
- All Security Guards will report for duty ten minutes before their duty start time and will be well turned out.
- While on duty the guards will maintain a polite but FIRM behavior with the employees, contract labour, drivers and vendors visiting the office.
- Guards will not involve themselves in any of the activities they are supposed to check & prevent.
- If any wrong working procedure is being followed by the employees or contract labour they will unhesitatingly advise them in a decent way to follow correct procedure & simultaneously inform the concerned official nearby or the Chief Security Officer.
- In case of any doubt the guard will not keep it to himself but will immediately seek help

from Security Officer.

- While on duty the guards will work with eyes open, mind receptive & shall take initiative to find abnormalities.
- No guard, especially in night shift duty will ever be found sleeping. If found agency will be penalized suitably.
- Guards on Main Gate duty will sincerely perform checking of incoming / outgoing employees/visitors but all throughout will maintain a decent & presentable behavior.
- The security personnel shall be duly trained in Fire safety operations. They should be trained to operate various fire extinguishers installed in the offices/colonies.
- Any other duties assigned by the Bank.

The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

Place:

Signature of Bidder

Date:

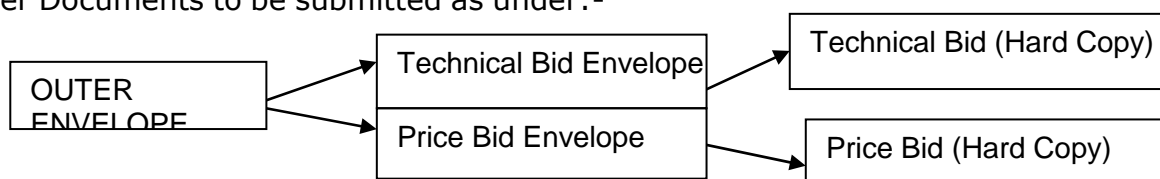
CHECK LIST OF DOCUMENTS TO BE SUBMITTED

Sl.No.	Particulars	Compliance (Yes/No)
1.	Earnest Money Deposit: of Rs 10000/	
2.	Cost of EOI document/Tender fee: a DD of Rs 2000/-	
3.	REGISTRATION CERTIFICATE AS PER COMPANY'S ACT	
4.	Copy of PSARA LICENSE(S): Numbers of PSARA licences with name of states written on it	
5.	Certificate from ESI corporation regarding Registration under Shops & Establishment Act	
6.	Detail list of Branch Offices, Head Office : on Pan India with Telephone Number & contact numbers	
7.	Latest Certificate from EPF Organisation under EPF & Misc. Provision Act-1952	
8.	Copies of Balance Sheet(Audited) for last three financial years with ITR	
9.	Copies of PAN, Sales Tax, VAT,ESI,EPF registration number etc.	
10.	Registration with Govt. under Contract Labour Act (regulation & Abolition) 1970	
11.	Latest documents complying to Minimum Wages Act, 1948 and Central Rule	
12.	Signed Copy of all the Tender Documents as a token of acceptance	
13.	Application on Printed Letter Head along with Company Profile as per enclosed Format	
14.	Copy of latest Supply order(s) from Public Sector Banks	
15.	Certificate of non-relation with the Bank/its employee	

Financial Bid/Price Bid: (providing preferably Ex-Serviceman/Ex-Central Para Military Force Armed Guards to Bank's Branches on Pan India basis).

GENERAL GUIDELINES FOR PRICE BID:-

1. Private Security Agency(s) will be empanelled **State-wise** i.e. PSAs having valid PSARA license for a state and recommended by the committee of the Bank, post site visit to respective office/training centre of the PSA.
2. The price Bids of only the empanelled PSAs for the state(s) for which they have been empanelled by the Bank will be opened, date, venue and time of opening of Price Bid will be intimated to the empanelled vendors in due course.
3. The Tender Documents to be submitted as under:-



(No component of Price Bid should be enclosed with the Technical Bid, failing which the bid will be rejected.)

4. On or Before the date of issue of the supply order following documents to be submitted by the selected PSAs of the price bid:-
 - a. An **agreement** as per Banks format will be entered into by the PSA and the Bank on non- judicial stamp paper of appropriate value.
 - b. The PSA has to submit a Bank Guarantee of **3% 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 Kolkata, which will be interest free and will be held for 03 years i.e. till termination of contract.(as per format enclosed in EOI)
 - c. Indemnity Bond & Integrity Pact will be signed as per the format enclosed in EOI.
 - d. The BG already submitted as EMD will be returned back to PSAs only after submission of the BG for performance, as stated in sl(b) above.
5. All the PSAs who are approved for supply of Armed/Un-Armed Guards to the Bank will get themselves registered with Chief Labour Commissioner's Office, Kolkata; UCO bank being the Principal Employer and PSA as the Labour contractor.
6. If there is a tie in the Price Bid between two or more PSAs, Decision of empanelment would be taken by Lottery.
7. Award of Contract will be given state-wise to the selected agency(s) depending on the number of Armed Guards required in a particular state & decision on this will be solely at Bank's discretion.
8. All the mandatory components of wage as per guidelines of Central Govt. Minimum Wage Rule will be quoted by the agency and will be paid by the Bank. All the rates will be quoted in Indian Rupee, both in figures and in words.
9. The decision of award of contract will be at the sole discretion of Bank and any decision

taken in this direction by the Bank will be just and final.

10. Supply order will be issued centrally by UCO Bank, Head Office, Central Security Department. Monthly bills will be submitted to respective Zonal Offices of the Bank for scrutiny and onward submission to UCO Bank, Head Office, Central Security Department for payment.

11. The service charges on Cost per Guard will be quoted not less than 7% for Ex-Serviceman and 4% for ordinary guard.

12. Deployment of Security Guards is to be completed by the PSA within a period of 15 days from the date of PSA's acceptance of the Work Order issued by the Bank.

13. Any delay in deployment over the stipulated period will attract penalty of 5 % of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. The Bank reserves its right to recover this amount by any mode, which includes adjustment made against any payment to be made by the Bank to the PSA and/or from the Bank guarantee.

14. The Bank reserves the right to increase or decrease the number of Security Guards to be deployed in the said locations according to its requirement i.e. States, Zones or Regions. If the approved PSA is unable to fulfill the orders within the stipulated period, then Bank will have the right to allot the work to other shortlisted PSA after giving 15-days notice to the defaulting PSA; in such case the PSA shall have to execute the work at the L1 rate.

**Zonal Manager
Zonal Office, New Delhi**

PRICE BID: SECURITY GUARD ARMD/UN-ARMED

Rates are to be quoted in accordance with the **Minimum Wages notified by Chief Labour Commissioner (Central)**[and not the State Government] for Watch & Ward under Central sphere, per month basis and other bye laws applicable inclusive of all emoluments, allowances, statutory liabilities, taxes, etc. as mentioned below:-

SI NO	Description	Cost per Security Guard :Rate (in Rupees)	
		With Arm	With out Arm
1.	Basic including VDA		
2.	ESI@.....%		
3.	EPF@.....%		
4.	Bonus@.....% (subject to a maximum of Rs%)		
5.	Gratuity/Terminal benefits@.....%		
6.	Uniform@.....%		
7.	EDLI@.....%		
8.	Adm Charges@.....%		
9.	Service Charges for Ex-Serviceman (not less than 7% on cost per head)		
10.	Service Charges for ordinary guards (not less than 4% on cost per head)		
11.	Any other charges		

(GST as applicable will be paid)

Note:

- All the components from Ser no.1 to 7 are mandatory and will be as per Govt. guidelines on the subject.
- Basic & VDA (Sr. No.1) should conform to the minimum wages fixed and revised from time to time, by the Ministry of Labour & Employment, Government of India for employment of Watch & Ward Staff. The minimum rates of wages also include the wages for the weekly day of rest @ 1/6th of ser no 8 , where ever applicable.
- Rates applicable for Area 'A' "B" "C" as per Notification issued, and revised from time to time,by the Ministry of Labour & Employment, Government of India shall be applicable.
- Minimum Wages and statutory payments will be revised as per rules in vogue and will be reimbursed by the bank.

I/We certify that while making payment to the security guards provided to UCO Bank, I/we will comply to the guidelines in accordance with provisions of **Contract Labour Act,1970** and the **Minimum Wages Act 1948** in terms of the Central Govt. and make payment of salaries and other statutory payments to the said security guards in conformity with prevailing laws which include E.P.F., EDLI, Bonus, ESI, Gratuity, etc.

Place.

SIGNATURE:

AGREEMENT PROVIDING/OBTAINING SECURITY GUARD SERVICES

This Agreement is entered at _____ (Place) on this ____ day of _____ 2016 by and between

UCO Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of Undertakings) Act, 1970 and amended by the Banking Laws (Amendment) Act 1985, having its Head Office at 10, BTM Sarani, Kolkata-01 (Address) represented by the Authorised Signatory of its Security Department, Zonal Office, New Delhi (hereinafter referred to as "The Bank" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns of the **FIRST PART**

AND

The Private Security Agency M/s. _____, a company incorporated under the provisions of the Companies Act, 1956 (or individual concern or Firm as the case may be) represented By its _____ (designation), Mr./Mrs./Ms. _____ (name) and having its office at _____ (address) hereinafter referred to as "the PSA" (which expression shall always include unless repugnant to the context, its executors, administrators, successors and assigns) of the **SECOND PART**.

Whereas the Bank requires the services of a Private Security Agency for safe- guarding its properties and assets situated at various branches/offices throughout India.

Whereas the PSA, which is a Private Security Agency providing security guards services has agreed to provide preferably Ex-Serviceman/Ex-Para Military Force Security Guards (Armed/Un-Armed), hereinafter referred to as "PSA's Employees" to the Bank as per the The Bank's requirements.

Whereas the PSA and the Bank have agreed to enter into a service agreement for a period of _____ months w.e.f. _____ till _____ which shall be deemed to be automatically terminated thereafter unless renewed by the Bank for the purpose of obtaining security guards services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnesseth and it is agreed by and between the parties as under:-

1. SCOPE OF WORK:

a. The PSA agrees to provide preferably Ex-Serviceman/Ex-Para Military Force, Armed/ Unarmed Security Guards for guarding of Bank's high risk branches during banking hours and Un-Armed Security guards at administrative offices, located across the country.

b. Upon engagement, the agency will be allotted branches and offices depending upon their area of operation & service network. The order of the deployment of security guards shall be placed by UCO Bank, Zonal Office, New Delhi, as per the requirement, as and when it arises, with the shortlisted agencies among the empanelled PSAs.

c. **Validity of Contract:** The service will be valid for a period of three years from the date of execution of the agreement, but the initial agreement will be for a period of 1 year. However, after completion of the initial period of one year, the Bank may, at its discretion, renew the contract on year to year basis (subject to maximum period of three years from the date of initial agreement) on the same terms and conditions if

a) the PSA's performance is found to be satisfactory, and

b) the PSA fulfills the minimum wages compliant revised by the Central/State Government.

2. GENERAL TERMS AND CONDITIONS:

a. Deployment of Security Guards is to be completed by the PSA within a period of 15 days from the date of PSA's acceptance of the Work Order issued by the Bank.

b. The duties and responsibilities of the Armed Guards/Un-Armed Guards as expected by the Bank are mentioned in detail in Annexure-IV and Annexure-V of EOI.

c. Any delay in deployment over the stipulated period will attract penalty of 5 % of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. The Bank reserves its right to recover this amount by any mode, which includes adjustment made against any payment to be made by the Bank to the PSA and/or from the Bank guarantee.

a. The Bank reserves the right to increase or decrease the number of Security Guards to be deployed in the said locations according to its requirement i.e. States, Zones or Regions. If the shortlisted PSA is unable to fulfill the orders within the stipulated period, then Bank will have the right to allot the work to other shortlisted PSA after giving 15-days notice to the defaulting PSA; in such case the PSA shall have to execute the work at the L1 rate.

3. AWARD OF CONTRACT: Empanelment of vendors will be for a particular State/on Pan India basis & it is likely that there will be more than one agency(s) empanelled for a particular State. The award of contract would be to the vendor who offered the L1 price in the Financial Bid for providing Security Guards(Armed/Un-Armed) for a particular state.

In case of a tie between two/more vendors in the price bid, award of contract will be in equal proportion to both/all vendors.

4. PERFORMANCE BANK GUARANTEE(PBG):

The PSA on / before execution of the agreement with the Bank shall submit a 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 New Delhi. (refer Annexure –VII of EOI). The Bank Guarantee submitted earlier towards EMD will be returned only after submission of this PBG.

5. TERMS OF PAYMENT:

The PSA agrees to provide preferably Ex-Serviceman/Ex-Para Military Force, Armed/Unarmed Security Guards for guarding of Bank's various installations located in _____ at the rate of per guard per month as per details indicated below:

Description	Rate (in Rupees)
Basic including VDA	
ESI@.....%	
EPF@.....%	
<u>Bonus@.....% (subject to a maximum of Rs%</u>	
Gratuity/Terminal benefits@.....%	
Uniform@.....%	
EDLI@.....%	
Adm Charges@.....%	
Sub Total	
Weekly off/National holiday/other holiday@.....%	

Cost per head	
Service Charges@.....% on cost per head	
Total	
Service Tax@.....%	
Grand Total	

a. No other charges shall be payable to the PSA, except the agreement amount. However rates as revised from time to time by Ministry of Labour & Employment, Govt. of India, according to the Minimum Wage rules will be paid.

b. The said amount shall be calculated by taking into account the number of hours worked by the personnel of the PSA during the month. The Bank agrees to pay overtime charges for any service rendered by the PSA's employees over and above 8hrs per day or during holidays.

c. All payments made by the Bank shall be after deduction of Tax at Source wherever applicable as per the provisions of the Income Tax Act, 1961.

d. The PSA (PSA) being the employer in relation to the security guards engaged shall alone be responsible and liable to pay wages/salaries to such persons which will not be less than the Central Govt. Minimum Wages as fixed & prescribed for the category of workers employed by it from time to time by any authority constituted by or under any law.

e. The PSA will produce the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on/before 5th of every calendar month for verification to the nominated official of Bank. The PSA shall ensure that payment to his employees is made in the presence of an authorized representative of the Bank.

f. No advance amount will be paid to PSA. Monthly payment conforming to the attendance of the Security Guards as per documents to be maintained by the PSA, which is to be duly verified by respective Bank's Zonal Office and produced to the Bank shall be made by UCO Bank Head Office. The PSA should ensure to make the payment of wages to all the security guards on/before 7th of every calendar month for the duty performed in the preceding month.

SUBMISSION AND VERIFICATION OF BILLS:

The PSA shall submit on a monthly basis the bills for the services rendered to enable the Bank to verify and process the same.

6. OBLIGATIONS OF THE PSA:-

a. The Armed Guard provided to Bank by the PSA should not be more than **50 years of age** and preferably either Ex-Serviceman or Ex-Para Military personnel. The ratio of Ex-serviceman to be at least **25%** of the total Armed Guards supplied.

b. The PSA shall ensure that the Security Guards shall be deployed at UCO Bank's various branches/offices/installations located in _____ as per the duty schedule given by the competent officer.

c. The PSA shall ensure that the Security Guards shall wear proper uniform of the PSA with proper Photo Identity Card, name tab, baton, whistle etc. The Guards shall not take any alcohol or intoxicants and smoke during the duty hours.

d. The PSA shall ensure that the Security Guards shall be conversant with the use of the fire extinguisher and shall take necessary action in case of activation of Fire Alarm system/emergency.

e. In addition to their duty of providing security services, the PSA Guards will also perform the following duties:

(i) Ensure cleanliness of the general area in & around the post of the duty.

(ii) Ensure orderly marshalling & parking of Bank's and visitors vehicles around the building.

- f. The PSA shall ensure that no familiarity develops between the Security Guards & the Bank staff. Further, the PSA shall ensure that the Security Guards do not indulge in any activities including money transactions, which may tarnish the image of the Bank.
- g. The PSA should ensure that the Security Guards shall not accept any eatables, tea coffees, tobacco etc, from the strangers.
- h. The Security Guards provided by the PSA shall be medically fit, mentally sound and possessing good physique and not be suffering from any contagious/major diseases.
- i. The PSA shall ensure that the Security Guards will report to the Branch Head/Security Officer /competent officers and will function under the general directions.
- j. The Guard Monitor/Security Supervisor from PSA shall report to concerned reporting official at least twice a week for the purpose of briefing/debriefing. He must carry out checking of Guards wherever deployed for alertness on regular basis as instructed by reporting official.
- k. The PSA shall ensure that at no point of time during the prescribed duty hours, the Security Guards will leave their places of duty. The PSA shall arrange to send a relief wherever the regular Guards(s) is (are) absent or on leave.
- l. The PSA shall provide a "Guards Checking Register" with the Security Guards deployed at the site for the purpose of checking to be carried out by the PSA/Bank authorities.
- m. The PSA shall maintain up to date record of Security Guards as per the Shops & Establishments 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 Guards engaged by PSA.
- n. The PSA shall comply with all the provisions of laws of the land applicable while providing guards to the Bank.
- o. The PSA will change the Security Guard(s) immediately on instructions from the Bank if the performance of any particular Security Guard(s) is not acceptable or found physically/ medically unfit and decision of the Bank will be final in this regard.
- p. Wherever required by the Bank, the PSA will provide literate Security Guards to perform the assigned duty efficiently.
- q. Neither the PSA nor any of their Security Guards will have any claim against the Bank for any liability arising out of any commission/omissions caused by the Guards while on duty except the hiring charges payables to the PSA as stated under item No.1 above.
- r. In return for a fixed sum/rates, the PSA will at its own risk & cost provide services of Security Guards as per the requirement of the Bank purely on Contractual basis.
- s. The PSA shall be absolutely responsible for the payment of salary, all other statutory obligations for the Security Guards (or their dependent) employed on account of salary/wages, bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the Bank will not be liable in any manner for payment of any such charges.
- t. In case of any mishap sustained by Security Guards 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.
- u. 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, including interest at ruling rate till settlement.
- v. The PSA shall furnish the proof of having paid the wages to the security Guards engaged by them within one week of the disbursement of the wages to them.
- w. The Bank will have the right to terminate the agreement at its sole discretion even without assigning any reason by issuing one month's notice to the PSA during continuance of the agreement.
- x. The PSA should furnish performance bank guarantee from the nationalized bank for 5% of Total Annual Contract Value in favor of the Bank for due performance as per the agreement.
- y. The Bank shall always have the right and liberty to do surprise inspection at its sites. The services rendered by PSA under this Agreement will be under close supervision, co-ordination and guidance of the Bank.

7. Fidelity Insurance Cover:- The PSA is required to obtain Fidelity Insurance Cover of Rs 1.00 Crore, for protecting Bank's interest in case of any loss arising due to negligence, carelessness or malafide intention of their guards provided to the Bank and the agency.

8. Publicity: The PSA agrees to 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.

9. DISCIPLINE AND DUTIES OF SECURITY GUARDS:

a. The PSA shall ensure that the **duties of the Security Guards** at the Bank premises are strictly adhered to as framed by the Bank's requirements (Annexure IV & V of EOI). The PSA shall ensure that the Security Guards deployed at the particular location have read & understood their duties.

b. In the event of theft, burglary, 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 its negligence/ collusion of Security Guards are established, such loss due to theft etc. is to be made good by the PSA.

c. In case of any property loss/injury to anyone of Bank staff due to negligence of the PSA Security Guards or due to dereliction of duty or inattentiveness or negligence of the Security Guards all liabilities arising out of such incident will be fully met by the PSA.

d. **Character & Antecedent Verification-** Before deployment of their security guards, the PSA should arrange for verification of the antecedents of the guards by the police and such verification Certificate by the police should be submitted by the PSA to Central Security Department, UCO Bank, Head Office before deployment of the guard and during periodic rotation of guards.

e. The PSA should ensure the **rotation of the Security Guard** at the particular post at least once in three months with the prior permission from the Bank or on receipt of such advice from the Bank.

f. The PSA shall furnish the names and permanent & local addresses of the security Guards being posted at Bank's premises from time to time along with their latest photographs thumb impression & signatures.

g. **Duty register** shall be maintained by the PSA for each Security Guard and it should be got verified by the Bank daily, along with timings. In case the Security Guards are found absent from the place of his duty, proportionate amount will be deducted from the bill payable to the PSA.

h. The PSA shall ensure that all the Security Guards are subjected to Basic **Training & refresher Training** programme on regular basis, at its cost.

i. Security Guards on duty shall be responsible for controlling access of outsiders to the UCO Bank branches/Offices where they are deployed.

j. The Security Guards on duty should ensure that the outsiders visiting the office have genuine reasons to do so and there are no hanger-ons in the branch.

k. The Security Guard should ensure that no Arms and Ammunition are carried by outsiders visiting the office/staff quarter.

l. In case anybody leave behind any bag, or suspicious item etc., Security guards, on duty should immediately inform Security Officer/ Competent officer/ Police.

m. In case of any UNREST in the area, Security Guards should close the entrance(s) and inform the Security Officer/competent Officer.

n. He should handle visitors/customers diligently who visit the branch/office of UCO Bank in an inebriated condition.

o. He should ensure that the branch/Office are not obscured /blocked by parking heavy vehicles etc.

p. Security Guard should remain in proper uniform of approved pattern & Identity card while on duty.

q. The Security Guards should not leave the place of duty unless properly relieved.

10. NATURE OF AGREEMENT: The parties hereto have considered, agreed to and have a clear understanding on the following aspects:-

i. This agreement is for providing the aforementioned services and is not an Agreement for supply of contract labour. It is understood that the persons employed by the PSA shall be the employees of the PSA

only and not of the Bank and PSA shall be liable to make payments to its employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, Minimum Wages, bonus, gratuity etc.

ii. Bank shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the PSA's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.

iii. The employees of PSA rendering the services under this Agreement shall never be deemed to be the employees of Bank in any manner whatsoever and shall not be entitled to claim for employment, salary/wages, damages, compensation or anything arising from their deployment by contractor from Bank.

11. STATUTORY COMPLIANCES:

(a) PSA shall obtain all registration(s)/permission(s)/licence(s) etc. which are /may be required under any labour or other legislation(s) for providing the services under this Agreement.

(b) It shall be the PSA's responsibility to ensure compliance of all the Central, State Government and any other Rules and Regulations with regard to the provisions of the services under this Agreement. The PSA indemnifies and shall always keep the Bank indemnified against all losses, damages, claims actions against the Bank by any Authority/Offices in this regard.

(c) The PSA is fully responsible to ascertain and understand the applicability of various Acts, pertaining to particularly to Contract Labour Act, Minimum Wage Act, and take necessary action to comply with the requirements of law(s), Bye-Law(s), Regulation(s), Notification(S) etc.

(d) The PSA shall give an undertaking by 15th of the preceding month in favour of the Bank that he has complied with all his statutory obligations.

12. INDEMNIFICATION:

The PSA shall indemnify the Bank and keep indemnified against any loss or damage that the Bank may sustain on account of any violation of patents, trademark, act 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 PSA in respect of the security guard services provided. The PSA has to sign a Indemnity Bond as per Bank's Format (**refer Annexure- IX of EOI**) on Non-judicial Stamp Paper of appropriate value with UCO Bank, Head Office, Kolkata.

13. 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) PSA to submit Integrity Pact as per Bank's format as per **Annexure-VII** on Non-judicial Stamp Paper of appropriate value with UCO Bank, Head Office, Kolkata.

14. LIABILITIES AND REMEDIES: In the event of failure of the PSA to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the PSA shall be liable to pay forthwith to the Bank the difference of payments made to such other sources, besides damages at double the rate of payment.

15. LOSSES SUFFERED BY PSA: The PSA shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

16. TERMINATION OF CONTRACT: The Bank reserves its right to cancel the entire / unexecuted part of work Order at any time in the event of one or more of the following contingencies treating it as default on the part of the PSA and/or non performance of the contract **by giving a prior written notice of 30 days:**

- If the PSA fails to deploy their Security Guards within the stipulated time schedule or the extended time as communicated by the Bank .
- Delay in deployment of Armed Guards or Partial execution of job.
- During contract period if the PSA violates either the terms and conditions mentioned in EOI or the responsibilities as mentioned in Para 14 above, or the Master Agreement.
- Serious discrepancies noted in payment of wages to Security Guards.
- Breaches in the terms and conditions of the work order.
- If the PSA fails to comply with the Law(s), Bye- Law(s), Regulation(s), Notification (s) etc. relating to the work for the time being in force

Termination at Bank's Convenience: The Bank reserves its rights to terminate the contract at its own convenience by giving a prior written notice of 30 days to the vendor without assigning any reason(s) for such termination and without any cost(s) or compensation therefor.

Effect 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.

17. FORCE MAJEURE:

Force Majeure is herein defined as any cause, which is beyond the control of the PSA 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 :-

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and legal embargos.
- 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 PSA or UCO Bank shall not be liable for delay 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 PSA.

18. RESOLUTION OF DISPUTES: The PSA and the Bank shall endeavor their best efforts to amicably settle all dispute(s) / difference(s) arising out of or in connection with the contract in the following manner:-

- 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.
- 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 30 days.
- 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 Kolkata 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 Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata 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.

19. 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.

20. SEVERABILITY:- If any provision of this EOI/ Contract or any other agreement or document delivered in connection with this EOI/contract, if any, is partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or enforceability, but the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this EOI/contract, all of which shall be constructed and enforced as if that invalid or unenforceable provision were omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction.

21. 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 successful bidder/Vendor without prior written consent of the Bank.

22. GOVERNING LAW/JURISDICTION:- The applicable law governing this Agreement shall be the laws of India and the courts of Kolkata shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.

This agreement shall be read & interpreted in conjunction with the provision of the EOI dated 10th Feb' 2017.

IN WITNESS WHERE OF THE **BANK** AND THE **PSA** ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

**SIGNED, SEALED AND DELIVERED
FOR BANK**

BY.....
WITNESS:

**SIGNED, SEALED AND DELIVERED
FOR PSA**

BY.....
WITNESS:

यूको बैंक, सुरक्षा कक्ष (साप्रवि), अंचल कार्यालय, 5, संसद मार्ग, नई दिल्ली - 110001
UCO Bank, Security Cell (GAD), Zonal Office, 5, Sansad Marg, New Delhi - 110001
फोन Phone: 011-49498228 ई-मेल E-mail: zo.newdelhi.sec@ucobank.co.in