

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का
भारत सरकार का उपक्रम

Honours your trust
Govt. of India Undertaking

Burdwan Zone

Request for Proposal (RFP) For

OUTSOURCING OF HIRED CASH VAN SERVICE (FOR CASH/ INSTRUMENTS) WITH ARMED GUARD(s)

Address: 1st Floor ,Einstein Avenue, 'B' Zone,Durgapur Steel City ,Paschim
Burdwan – PIN-713205,e-Mail:zoburdwan.sec@ucobank.co.in .

The RFP details are furnished as under:---

Date of issue of RFP	22/09/2021
Date, Time & venue of Pre-bid meeting	27/09/2021, 11:00 hrs. At Zonal Office Burdwan, 1st Floor ,Einstein Avenue, 'B' Zone,Durgapur Sttel city ,Paschim Burdwan – PIN-713205.
Last Date, Time and Place for submission of Bid	16/10/2021, up to 15:00 hrs at UCO Bank, Zonal Office Burdwan, 1st Floor ,Einstein Avenue, 'B' Zone,Durgapur Sttel city ,Paschim Burdwan – PIN-713205.
Date, Time & Venue for opening of Technical bid (Part -I) for Preliminary Scrutiny	18/10/2021, at 12:00 hrs at Zonal Office Burdwan.
Date, Time & Venue for opening of Financial bid (Part -II)	Will be opened after scrutiny of technical bid
Address for communication	As above
Tender & Processing Fee(non refundable)	Rs.2000/- ; enclosed with Technical Bids-Part-1

Note:

1. In case the specified date of submission and opening of Bids is declared a holiday in West Bengal, the RFPs will be received till the specified time on next working day.
2. Bids will be opened in presence of the vendors' representative(s) who choose to attend the RFP opening process. A maximum of two authorized representatives of the Vendor will only be allowed at the time of opening of the RFPs.



Invitations of bids for providing two Hired Cash Vans for cash remittance in Burdwan Zone

1. Applications are invited from reputed Private Security Agencies (PSA) for providing hired services of **customized Cash Van based on Light /Medium Commercial vehicle with Armed Guard** for remittance of cash to and fro between our various branches, offices and currency chests located in Burdwan Zone of UCO Bank which includes the State of West Bengal.
 - a) Reputed security services providers specializing in providing Cash Vans for at least last 5 years as on 31st March, 2021.
 - b) Ability to undertake all remittance related work for all branches throughout the zone.
 - c) Ability to provide Customized Cash Vans with drivers and with or without armed guards as per specifications available at Annexure-II of this advertisement.
 - d) Have adequate fleet of vehicles to cater for breakdowns and provide hassle free service.
 - e) Ability to provide drivers, lifters (loaders) and armed guards duly verified from the local police authorities.
 - f) Ability to commence service within 20 days from date of placement of order.
 - g) PSA should have valid PSARA license for the state of West Bengal.
2. The vendor should meet the eligibility criteria as per details available at annexure I of this advertisement.
3. Proposed agreement to be signed with the vendor is also available at Annexure III of this advertisement.
4. Applications are to be sent to the UCO Bank, Zonal Office Burdwan, 1st Floor, Einstein Avenue, 'B' Zone, Durgapur Steelcity, Paschim Burdwan- PIN-713205 in two separate sealed covers by 15:00 hrs on or before 16th Oct , 2021 as under:

Part I.

- (a) Technical bids to include documentary proofs on profile of the company,
- (b) List of major existing clients,
- (c) Registration number and GST details,
- (d) Copy of Valid PSARA license, PAN, EPF, ESI registration,
- (e) Registration under DGR (if applicable),
- (f) Registration under contract labour act,
- (g) Tender & processing Fee(non refundable) DD, Work orders showing the last five years services provided in this field, clearance from local police/other authorities, type of vehicle offered for services.

Part II

- (a) Rates (excluding of GST) per month to be quoted for **2000 Kms/Per Month** and 210 hrs (monthly cumulative) for the following packages.

Annexure -A

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



Sl. No.	Packages/services	Rates (INR) excluding GST (Small Cash Van)		Rates (INR) excluding GST (Large Cash Van)	
		AC	Non AC	AC	Non AC
1	Customized Cash Van(CCV) with driver & one Armed guard				
2	Customized Cash Van(CCV) with Driver & two Armed guards				
3	Charges for one loader/cash peon				
4	Extra running kilometer charges beyond 2000Kms. > Rs./kms				
5	Charges for extra working hours beyond monthly cumulative 210 hrs. > Rs./Hrs				
6	Charges for Night halt at other place, per person. >Rs./ night per person				

Annexure -B

(a) Please quote the rates as per need (not on regular basis), these rates would be negotiable & not consider for comparative evaluation of financial bids.

Sl. No.	Need based Services	Rates(INR)excluding GST
1	Charges for Customized cash van with driver, one loader & one armed guard Per day for minimum 300 Kms. (Small Cash Van)	
2	Charges for hired services of one extra Armed guard per day	

Part II 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.

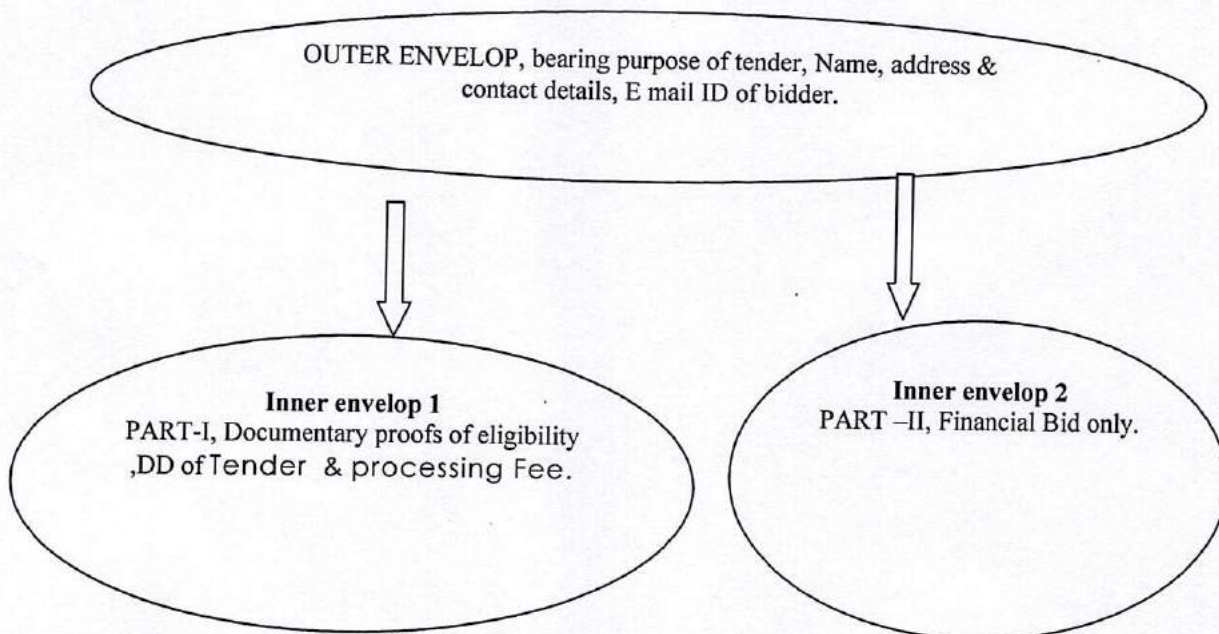
For any other queries, vendors may contact the **General Administration Department (GAD), Zonal Office, Burdwan** on working days between 11 A.M. to 4 P.M.


Dy. ZONAL Head

UCO BANK, ZONAL OFFICE,
Burdwan.



Packaging of tender documents



ANNEXURE I

ELIGIBILITY CRITERIA OF VENDORS FOR PROVIDING CUSTOMISED CASH VANS

- a. Private Security Agency (PSA) providing Customized Cash Van (CCV) should have been in business for the last five years as on 31st March 2021 (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 Organization 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 Labor Act (Regulation & Abolition) 1970 (submit proof with Part -I bid).
- i. PSA should be registered under the appropriate authority for GST.
- j. Due weight age shall be given if PSA is sponsored/registered with the Directorate General of resettlement, Ministry of Defence, R K Puram, New Delhi and is a provider in services to PSB's and PSU's (submit proof with part- I bid).
- k. There should be no scope to service provider for further sub-contract to this job.
- l. All employees should be in the registered pay roll of the service provider with all statutory obligations.
- m. The PSA shall obtain the adequate health and life Insurance policy in respect of the driver, loader & armed guards deployed with the cash van. The copy of such Insurance should be submitted to the bank by the service provider.
- n. PSA should have 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.
- o. Bank reserve the right to award the contract work to single service provider or can engage 02 service providers on negotiable rates (Even bank can offer the contract to L-2 or L-3 bidder on negotiable rates if L-1 bidder fail to provide the service within stipulated time).

ANNEXURE II

CUSTOMIZED CASH VAN (CCV) SPECIFICATIONS: Customized Cash Van provided by the PSA should meet the following criteria:-

1. Vehicle should be the customized form of Light commercial vehicle having separate passenger and cash compartment.
2. Comprehensive Insurance of the cash van against all risk for all of the five passengers.
3. It should be roadworthy and not more than **03 years old** on the date of commencement/renewal of the agreement.
4. The CCV should have the compartment for storing cash, physically separated and locked from the passenger compartment unit.
5. 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



6. The entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance.
7. 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.
8. Alarm system with GSM based auto-dialler & motorised siren should be provided with activation points near guard, driver and rear cabin.
9. Cash cabin should have provisions to lock at least 7 or 8 boxes with floor of CCV through secured chains. .
10. Cash van should have a fire extinguisher (Co2 type with 2 Kg) and a first aid box.
11. Cash van should be provided with a functional cellular / mobile phone connection.
12. There should be a secure partition between driver's cabin and cash box area.
13. Vehicle should contain adequate fuel and be available at minimum notice as per timings laid down by the bank.
14. The cash van should have anti theft/burglary central locking system for side and rear doors (as in case of cars).
15. All essential features of an efficient vehicle requiring minimum maintenance and providing maximum driving and riding comfort.
16. Should conform to local laws stipulated by transport department and other government bodies as well as pollution norms.
17. Cash Van should have real time GPS (Global positioning System) with ignition immobilization facility, geo fencing, and additional indication of the nearest Police station in the corridor for emergency..
18. Cash van should have CCTV with at least 7days backup and three cameras installed in front, rear and inside of cash cabin.
19. 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. Aadhaar 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 willful 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.
3. Bid received after scheduled last date & time,
4. Bid documents not received as prescribed in point no. 4 of RFP (part I / part II of



- Bids).
5. Financial bid is not in prescribed format / create ambiguity in ascertaining the rates Offered by the bidder.
 6. Processing Fee (non refundable) not submitted with bid documents.
 7. Required documents as prescribed in annexure I not submitted with bid part I
 8. 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- fulfillment of terms mentioned in RFP.

Part-II –

Financial bid of only technical bid qualified bidder will be opened for evaluation & selection of L-1 bidder. Comparative evaluation of the bids will be done the basis of **Annexure –A**, of Part-II bids. Representatives 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 (L-1) or can engage 02 service providers on negotiable rates (Even bank can offer the contract to L-2 or L-3 bidder on negotiable rates if L-1 bidder fail to provide the service within stipulated time).

Period of the Work

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

No escalation in rates of services/ contract will be permitted during the period of agreement. Work / contract can be terminated at any time by Bank on **30 DAYS** notice.

Process Fee: The Bidder should submit of Rs 2000/- for Tender & processing Fee (non refundable) by means of Demand Draft drawn in favour of "UCO BANK ZONAL OFFICE BURDWAN", Payable at Durgapur with Technical Bids(Part -1).

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.

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 / Zonal 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 Deptt of Zone 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.
- 3) 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.
- 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.

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

Termination of Contract

- 1) Bank can terminate the contract at any point of time by giving 30 days notice to PSA on their registered address.
- 2) If PSA fails to maintain the standard of services or fails to render the services as per terms of RFP & agreement.
- 3) 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.
- 4) 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.



ANNEXURE III

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 _____ (hereinafter called the "First Party" which term shall, wherever the context so permits, mean and include its successors and assigns) of the First Part;

AND

M/s. _____ a 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 HERE TO AS FOLLOWS:

1. Period of the Agreement

This agreement shall come into effect from _____ and continue to be in force for a period of 36 months up to and inclusive of _____ or its sooner determination in terms hereof.

2. The service:

The PSA agrees to provide to the Bank its Customized Cash Vans (CCVs) with drivers, loader 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 daily subject to maximum 200 hrs. per month. The kilometerage per vehicle will be 2000 KM per month on daily cumulative basis. Services provided in excess of these limits will be charged extra as per rates agreed between the Bank and PSA.

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

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.

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.

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.

The PSA shall ensure that :-

- i) The CCVs shall be placed at the time and place appointed by the First Party fully equipped 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) Only the type of vehicle listed as at para 8.1(i) below shall be provided. There shall be no variation.
- iv) 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.



- v) 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.
- 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 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 inattentiveness 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 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) and security guard(s) engaged by them, within one week of the disbursement of wages to them. If proof is not tendered, the First Party may not reimburse the payment due to the PSA.

4. **CCV provided by the PSA should meet the following criteria :**

- a) Comprehensive insurance of CCV against all risks must be available. Vehicle must be roadworthy.
- b) It should not be more than 5 years old on the date of commencement/renewal of the agreement.



- c) Adequate space for keeping currency with two guards with weapons to sit in the back portion.
- d) Vehicle should contain adequate fuel and be available at minimum notice as per timings laid down by the bank.
- c) All glass panes and wind screen should be covered with iron grill or wire mesh.
- d) All doors should have double locks i.e. one from inside and other from outside.
- e) Alarm system with siren should be fitted with activation points with guard, driver and rear cabin.
- f) It should have adequate arrangements of chaining of cash boxes to the body of the vehicle.
- g) Cash Van should have a fire extinguisher (CO2 type of 2 Kg) and a first aid box.
- h) Cash Van should be provided with a functional cellular/mobile phone.
- i) CCV should have a secure partition between driver cabin and cash box area.
- j) CCV should have adequate portholes for observation and use of weapons by guards.
- k) CCV should have anti theft/burglary central locking system for side and rear doors (as in case of cars).
- l) Easy maneuverability in narrow lanes and congested areas, where applicable.
- m) All essential features of an efficient vehicle requiring minimum maintenance and providing maximum driving and riding comfort.
- n) Should conform to local laws stipulated by transport department and other government bodies as well as pollution norms.

5. Relationship:

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

6. The PSA's Indemnity and Assurance:

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.

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.

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

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

- 8. The Bank's Covenants :** The Bank shall in consideration of the services, pay to the PSA charges through NEFT/RTGS & Managers Cheque on monthly basis as indicated below.

- i) Type of Vehicle
 - Small cash van based on SUV type like Mahindra Bolero or equivalent
 - Large cash Van based on TATA 407/402 or equivalent
- ii) Number of vehicles : 02 (two)
- iii) Meterage to be covered per month 2000 KM

Charges to be paid would be Rs. _____ per month upto _____ KM duty per month. Additional charges will be @ Rs. _____ per K.M. The duty hours would be 210



hours per month on cumulative basis. Additional charges for duty hours beyond 210 hrs. would be @ Rs. _____ per hour.

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.

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.

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 initialed by the driver of the PSA and designated officer of BO 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.

No extra meterage or additional working hours (i.e. beyond 210 hrs. per month) 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 initialed by the Designated Official of the BO for cash remittance.

Payment will be made by the Bank within 7 working days of the presentation of the Bill. There will be no enhancement in rates/charges during the validity period of the present agreement. No other charges shall be payable to the PSA, except the agreed amount.

9. Non Exclusive Agreement:

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

10. Publicity:

The PSA, its employees, 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.

11. Miscellaneous:

11.1 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.

11.2 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.



11.3 This agreement shall stand terminated in the event of :

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

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

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

11.6 i) 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 make if sent by registered A D at the address and to the authorized person at following address :

Name & Address of PSA

Name & Address of Bank

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

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

For the Bank

For UCO Bank

(First Party)

Name.....
Designation.....
Date.....

For the PSA

M/s. _____

(Second Party)

Name.....
Designation.....
Date.....

