

Date: 10.03.2017

To

All Public Sector and Private Sector General Insurance Companies

Dear Sir,

**Re: Renewal of Insurance Policies for the year FY 2017 - 2018 A/c UCO Bank, Kolkata**

We wish to inform you that following policies are due for renewal on 1<sup>st</sup> April 2017. In this context we would like to inform you that we have appointed M/s. Anand Rathi Insurance Brokers Ltd. to handle the insurance renewals for the year 2017 - 2018.

All the Annexures except Annexure I (Which is enclosed along with) may be collected from our office or M/s. Anand Rathi Insurance Brokers Ltd. who handle our insurance renewals.

The General Insurance Companies which fulfill the under mentioned eligibility criteria are invited for submitting Technical Bid & Financial Bid in separate sealed envelopes on 24<sup>th</sup> March 2017 at 11.45 a.m to the Asst. General Manager (Finance Department), UCO Bank, 2, India Exchange Place, 3<sup>rd</sup> floor, Kolkata - 700 001 which will be opened on the same day itself by the Selection Committee of the Bank in presence of all the bidders and our Insurance Broker, M/s. Anand Rathi Insurance Brokers Ltd. at 12 noon for technical bids and 3.30p.m for financial bids. Technical aspects will be scrutinized by Bank's Insurance Brokers, M/s. Anand Rathi Insurance Brokers Ltd. on the same date and time. Lowest Bidder will be selected as Insurer of Bank's various assets and policies.

Bidders should specifically quote the Net amount + All other eligible Taxes (Mentioning amount of each Tax separately) in their financial bids. The bidders will have to compulsorily apply for all the under mentioned policies and any bidding for only some particular policies will tantamount to disqualification from the bidding process. The L1 bidder would be selected on the minimum amount of bidding in totality for all the under mentioned policies.

The details of the renewal and policies are given below:

**Eligibility Criteria to apply :** Insurance Companies intending to participate for the said renewal process of the bank should have the experience of underwriting multiple Insurance policies (Including Bankers Indemnity policy) of at-least three Public Sector Banks of minimum Category "B" (As per RBI categorization) over the last three years, and the same to be substantiated by submitting documentary evidence. **All bidders should compulsorily submit along with, the pre bid pre contract Integrity pact duly signed (As per Annexure-I enclosed).**

The Eligibility offer should contain proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant proof documents from the Bidders will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

**1. Fire and Special Perils policy for Assets**

Insured's Name : UCO Bank

Address for communication : Finance Department, Head Office, 03<sup>rd</sup> Floor  
2 India Exchange Place, Kolkata: 700001



Period of Insurance	: 1 <sup>st</sup> April 2017 to 31 <sup>st</sup> March 2018.
Property to be covered	: Banks own building/buildings, Civil work, renovation, Alternation, and contents from owned building as well as rented premises, Plant and Machinery, Accessories including Electrical/Electronic Installation, Furniture, Fixture, Fittings, Office Equipments, Stationary etc and all other Contents as per latest Bank's balance sheet
Locations to be covered	: Various locations consisting of but not limited to: Head Office/Corporate Office, Zonal Offices Divisional Office Branch Offices Extension Counters ATM Centre/ATM Machine/Coin Vender Machine/Cash Deposit Machine/Pass Book Printer Machine/Cheque Book Printer Machine/Desktop ATM Machine/Micro ATMs/CCTV/DVR. Data Centre in Kolkata and Bangalore Training Centre, Residential Buildings/Flats Guest Houses and All other properties belonging to Bank.
Scope of Cover	: Fire and Special Perils Policy including Earthquake (Fire & Shock), STFI (Storm, Tempest, Flood and Inundation) Cover, RSMD and Terrorism, Naxalite/Maoist attack Cover
Clauses to be attached	: Architect's and Engineer's Fee Clause Removal of Debris Clause Local Authority Clause Designation of property Clause Omission to Insured's Clause Escalation Clause Earthquake, STFI, RSMD and Terrorism Clause Reinstatement Value clause for buildings and Contents Market Value clause for Contents Stock - Stationery etc. Goods held in Trust Clause 72 Hrs Clauses On Accounts Payment clause





Descriptions	
Freehold & Leasehold Building	Rs.566.09 Crore
Computer, Accessories and Hardware of HO 1&2, Data Center at Kolkata, Bangalore	Rs.44.60 Crore
CCTV & Electric Alarm and other electric items	Rs.26.01 Crore
Furniture, Fixtures & Fittings, Office Equipment Machinery	Rs.209.64 Crore
Storage of vouchers, printed forms letter heads and stationary items etc. – Located at Mhape, P.O. – MB Park, Lokmat press, Navi Mumbai, Thane – 400 710, Maharashtra	Rs. 0.20 Crore
Computer, Accessories and Hardware of all office except HO	Rs.125.28 Crore
ATM, Other Accessories passbook printing kiosk, cheque deposit kiosk, cash deposit kiosk	Rs.98.72 Crore
Omission to Insured's additions/alternations	Rs.5% of Sum Insured
Escalation Provision	Rs.7.5% of Sum Insured
Excess	As per Tariff
<b>Note: The buildings are to be covered on replacement values basis and Furniture, Fixtures &amp; Fittings &amp; other contents are to be covered on Market Value basis.</b>	

**Excess:**

- The first 5% of each and every claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the Policy**
- The first Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy. The Excess shall apply per event per Insured.**

**2. Burglary and Housebreaking Policy**

Insured's Name : UCO Bank

Address for communication : Finance Department, Head Office, 03<sup>rd</sup> Floor  
2 India Exchange Place, Kolkata: 700001

Location to be covered : As above including currency chest at Sambalpur

Period of Insurance : 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.

Property to be covered : Contents of every description on first loss basis.

Sum Insured : Rs.2.00 Crore on first loss basis

Extensions : Theft, Robbery, Dacoity and Hold up cover.

Excess : 1% of each loss subject to minimum of Rs. 5000/-



### **3. Burglary and Housebreaking Policy**

Insured's Name : UCO Bank

Address for communication : Finance Department, Head Office, 03<sup>rd</sup> Floor  
2 India Exchange Place, Kolkata: 700001

Location to be covered : Currency chest at Sambalpur

Period of Insurance : 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.

Sum Insured : Rs.100.00 Crore

Scope Of Cover : The loss or damage to insured's property due to burglary, theft, robbery, hold-up, Dacoity, Naxalite/Maoist attack Cover, whether by the employee of the insured or any other person or persons whomsoever.

Excess : 5% of each loss subject to max.of Rs. 25000/-

### **4. Bankers Indemnity Policy**

Insured's Name : UCO Bank

Address for communication : Finance Department, Head Office, 03<sup>rd</sup> Floor  
2 India Exchange Place, Kolkata: 700001

Period of Insurance : 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.

Location to be covered : As above including all offices of the insured on All India basis including currency chest branches, Extensions counters, Onsite & Offsite ATM's and cash deposit machine, coin vending machine etc.

Scope of Cover : As per Modified Bankers Indemnity Policy covering the risk during **(Annexure - II)**

<b>Bankers Indemnity Policy</b>		
<b>SL No.</b>	<b>Particulars</b>	<b>Sum Insured's(INR Limits)</b>
1	Basic Sum Insured	Rs.2,00,00,000/-
2	Employee Dishonesty - <b>Clause : 1</b>	Already covered under B.I. policy
3	Premises - <b>Clause : 2</b>	Rs.2,00,00,000/-
4	Transit - <b>Clause : 3</b>	Rs.5,00,00,000/-
5	Forgery & Alterations - <b>Clause : 4</b>	Rs.1,00,00,000/-
6	Counterfeit Currency - <b>Clause : 5</b>	Rs.10,00,000/-
7	Damage to Office & Contents - <b>Clause : 6</b>	Rs.50,00,000/-
8	Mysterious, Unexplainable Disappearance of Bank's Property - <b>Clause : 7</b>	Rs.50,00,000/-
9	ATM/Cash Deposit Kiosk/Bunch Note Acceptor/Coin Vender Kiosk and its related Fraud - <b>Clause : 8</b>	Rs.50,00,000/-
10	Liability arising out of Opening of Bank A/c with	Rs.50,00,000/-





	Forged document – <b>Clause : 9</b>	
11	Hypothecated Goods – <b>Clause : 10</b>	10% of Basic Sum Insured
12	Registered Post Parcel – <b>Clause : 11</b>	5% of Basic Sum Insured or INR 1,00,000/- whichever is less
13	Janata Agent/Pigmy Collection/MDSS – <b>Clause : 12</b>	5% of the Basic Sum Insured under this Policy or Rs. 20,000/- whichever is less.
14	Appraisers – <b>Clause : 13</b>	5% of the Basic Sum Insured under this Policy or Rs. 1,00,000/- whichever is less.
15	Infidelity of the Bank appointed vendors – <b>Clause : 14</b>	5% of the Basic Sum Insured under this Policy
16	Computer & Electronic crime – 1) Computer System 2) Electronic Computer Programmes 3) Electronic Data & Media 4) Computer Virus 5) Electronic & Telefacsimile Communications 6) Electronic Transmissions 7) Electronic Securities 8) Voice Initiated Transfers 9) Other computer & Electronic crimes <b>Clause : 15</b>	Rs.1,00,00,000/-
17	Loss of Cash Safe Keys and Safety Locker Keys held with Employees of the branch including duplicate key held with other Branches – <b>Clause : 16</b>	Rs.2,00,000/-
<b>Note: 75% On Accounts Payment on basis of surveyor report and rest of the 25% releases on basis of Police Final Report Copy OR Charge Sheet Copy (Bank's Certified Xerox Copy).</b>		

Excess : 5% of each loss subject to max.of Rs.25,000/-

**Total No of Branches : 3082 As of 31.12.2016**

**Total No of Employees : 25,204 No's as on 31<sup>st</sup> December 2016**

**Total No of ATMs :As on 28.02.2017**

Offsite	575
On site	2167
<b>Total</b>	<b>2742</b>

#### **5. Electronic Equipment Insurance Policy**

Insured's Name : UCO Bank

Address for communication : Finance Department, Head Office, 03<sup>rd</sup> Floor  
2 India Exchange Place, Kolkata: 700001

Period of Insurance : 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.

Scope of Cover : As per Standard EEI Policy  
(Excluding Only Fire)  
(Including any type of Animal Attack)



Property to be covered : ATM/Desktop ATM, Micro ATM, CCTV, DVR  
Other Accessories passbook printing kiosk,  
cheque /cash deposit machine, coin vending  
machine/ Computers/ Servers/ UPS and all other  
electronics equipments and Peripherals etc as per  
Bank's records.

Clauses to be attached : Replacement Value clause for Contents

Sum Insured : Rs. 339.97 Crore

Excess : 5% of each loss subject to minimum of  
Rs.2,500/-

**6. All Risk Policy for I Pads ,mobiles etc**

Insured's Name : UCO Bank

Address for communication : Finance Department, Head Office, 03<sup>rd</sup>Floor  
2 India Exchange Place, Kolkata: 700001

Period of Insurance : 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.

Scope of Cover : No of Laptops I-Pads, Macbook Air, Iphone,  
Samsung S6 Edge Smart Phone, Amazon E-Book  
Reader - 259

Total Sum Insured : Rs.1.15 Crore

Excess : 5% of Claim amount subject to minimum  
Rs.2,500/-

**7. Third Party Liability Policy**

Insured's Name : UCO Bank

Address for communication : Finance Department, Head Office, 03<sup>rd</sup>Floor  
2 India Exchange Place, Kolkata: 700001

Period of Insurance : 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.

Scope of Cover : Third Party Legal Liability Policy (including but  
not limited to Operation of Lift)

No of Branches : **3082 As of 31.12.2016**

Sum Insured : Rs 0.50 Cr AOA/AOP

Excess : 1% of the claim amount for each and every  
claim

**8. Special Contingency Policy(BC Agents)**

Insured's Name : UCO Bank

Address for communication : Finance Department, Head Office, 03<sup>rd</sup>Floor  
2 India Exchange Place, Kolkata: 700001





Period of Insurance

: 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.

**Annual Cash Holding Limit for CSP/ BC – Agent** : Rs 30,000/- per day per BC

**Average Cash Holding Limit for CSP/ BC- Agent** : Rs 30,000/- per location/ per day

**Description of Money to be insured: Money** – In transit/ Safe for **3500** CSP/ SSA Location in 17100 un banked villages throughout the country. Average cash holding limit for CSP/ BC Agent is Rs 30,000/- per location per day and additional Rs 1,00,000/- seven days in a month. Cash retention limit All India Rs 1,00,000/- in specified 3500 SSA/ CSP/ BC Locations. Under no circumstances, un disbursed amount should remain in hand of Bank Mitrs/ BC Agents for more than 48 hours. The single transit limit will be the aggregate of all transits in a day from the base branch to the bank customers under the specific bank Mitrs/ BC Agents and vice versa.

**Maximum Distance over which money will be conveyed:** up to 50 KM (100 KM in case of North East States) from the fixed location point of BC Agent.

**Address between which money will be conveyed:** Within the SSA allotted to BC Agent, his/her residence and the base branch.

**How is the money carried:** Bags preferably with Zip & portable lock at the CSP/ Residence of the BC Agents/ Cash will be carried by the business correspondents who is an authorized person engaged by the Bank.

**Mode of Transport:** By public transport, Boat/ Launch, Two/Four Wheeler, Bi-Cycle and on Foot

**Details of Money kept outside business hours:** undisbursed amount will be kept in bag preferably with Zip and Portable Lock at the CSP/ Residence of the BC –Agents/ Bank Mitrs under their Personal Custody.

**Address of premises where safe is kept:** Fixed BC Point and Residence of BC Agents/ Bank Mitrs

**With whom are the keys held:** BC Agents/ Bank Mitrs

**Basic Amount to be covered:** Rs.2.10 Crs

**9. Special Contingency Policy (Pledged Gold)**

Insured's Name : UCO Bank

Address for communication : Finance Department, Head Office, 03<sup>rd</sup> Floor  
2 India Exchange Place, Kolkata: 700001

Period of Insurance : 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.

Scope of Cover : Bank Customer's gold jewellery that is kept by the bank in its premises against loan to customers. **(Annexure – III)**



Sum Insured : 10% on first loss basis of total Sum Insured being Rs 2500 Cr.

Excess : The amount of deductible shall be 5 % of the Claim amount subject to a maximum of Rs. 50,000/- each and every loss.

**Note: 75% On Accounts Payment on basis of surveyor report and rest of the 25% releases on basis of Police Final Report Copy OR Charge Sheet Copy (Banks' Certified Xerox Copy).**

#### **10. Motor Policy for Bank's Vehicles**

Insurance Policy for the UCO Bank's owned 229 numbers of vehicles, individually for each vehicle. 229 numbers vehicles located & Plying on different state throughout India.

In case of any vehicle being sold during the policy period and a new vehicle is purchased, the new vehicle will be covered for the remaining of the policy period in lieu of the vehicle sold and additional premium for the difference in sum insured will be charged to the Bank.

Insured and address : UCO Bank  
10, B.T.M. Sarani, Kolkata – 700 001

Policy Period : 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.

Scope of Cover : UCO Bank is seeking pan India Comprehensive Motor policy for the vehicles it currently owns. Specific covers required:

- A. Material (OWN) Damage Cover
- B. Third Party Liability
  - i) Property : Rs.7.50 Lacs(Minimum)
  - ii) Injury : Unlimited
- C. Additional Cover for Personal Accident
  - i) Paid Driver : Rs. 2 Lacs
  - ii) 4 Passengers : Rs. 2 Lacs per passenger
- D. Cashless Benefit PAN India Basis for all vehicles
- E. Claim Settlement: Within 30 days after lodgment of claim, at regional/zonal office.

#### **List of Vehicles – As per Annexure IV**

Whilst on the subject we would like to inform you that the claim details & policy wordings etc. will be made available on the same day for you. Any clarification on the above renewals will be attended to/ given by our broker who will also be attending this meeting. Any conditions or subjectivity will not be accepted and Bank reserves the right to reject /disqualify such quotes without giving another opportunity.

Once the selection of L1 bidder is over, a post tendering negotiation on Service Level Agreement would be taking place with the successful bidder.





It may be mentioned here that any further policy of different type, not mentioned herein this document, if required during the F.Y 2017-18, would be offered directly to the L1 bidder of this offer, without any further bid. This would equally apply for any enhancements required by the Bank in the above policies made during the F.Y-17-18.

**The Schedule:**

**EVALUATION of**

- |                  |   |
|------------------|---|
| a) Technical Bid | - 24 <sup>th</sup> March 2017 at 12 noon  |
| b) Financial Bid | - 24 <sup>th</sup> March 2017 at 3.30 p.m |

<b>Venue</b>	- UCO Bank, H.O, Finance Department 2, India Exchange Place, 3rd Floor, Kolkata: 700001
--------------	---

Thanking You,

  
**Authorized Signatory**  


**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20\_\_between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure INSURANCE coverage and the BIDDER/Seller is willing to offer/has offered the INSURANCE coverage and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is the Finance Department performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said INSURANCE coverage at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement,

and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.



**The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:**  
**Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.



3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.



#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iii) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(iv) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(v) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.2 The BUYER will be-entitled to take all or any of the actions mentioned at para 5.1(i) to (v) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7. Independent Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the



documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

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

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at KOLKATA on\_\_\_\_\_.

BUYER-UCO BANK  
Name of the Officer  
Designation  
Deptt  
Witness  
1.  
2.

BIDDER  
Authorised Signatory  
  
Witness  
1.  
2.