



**UCO BANK**  
**Central Security Department**  
**Head Office, Kolkata**

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

**IMPORTANT DATES:-**

<b>Last Date of submission of Price Bid</b>	<b>17.09.2016 (12:00 Noon)</b>
<b>Date of Pre-Bid Meeting</b>	<b>09.09.2016(3:00 PM)</b>
<b>Date of Opening of Price Bid</b>	<b>17.09.2016(3:00PM)</b>
<b>Contact Numbers</b>	<b>033-44558031,8334966059</b>

**GENERAL GUIDELINES FOR PRICE BID:-**

1. Private Security Agency(s) have been 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 empanelled PSAs will quote the Price Bid only for the state(s) for which they have been empanelled by the Bank.
3. On or Before the date of issue of the supply order following documents to be submitted by the empanelled PSAs:-
  - a. An **agreement** as per Banks format (annexure-1) 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 **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 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 ser(b) above.
4. All the PSAs who are approved for empanelment with 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.
5. If there is a tie in the Price Bid between two or more PSAs, then **L1** will be decided by considering the **average Annual Turn Over** for last three Financial Years. If there is further tie, then number of **years in business** for supply of Security Guard Services in India followed by **number of service contract presently held with PSBs** will be considered. Similarly, L2 & L3 will also be decided. In all the above cases, the agency having highest value will be selected.
6. Award of Contract will be given to state-wise L1, L2 and/or L3 agencies depending on the number of Armed Guards required in a particular state & decision on this will be solely at Bank's discretion.
7. Only mandatory components of wage as per guidelines of Central Govt. Minimum Wage Rule will be paid. All the rates will be quoted in Indian Rupee, both in figures and in words.

8. 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.
9. 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.
10. The **service charges** on Cost per Guard will be quoted **not less than 10%**.
11. 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.
12. 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.
13. 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.

(Lt Col S K Mondal)  
AGM & CSO

(P X S Ravichander)  
AGM(GA)

( R Ganeshan)  
DGM(GA)

## PRICE BID: Security Guard with Arms

(ARMED GUARD FOR THE STATE OF : \_\_\_\_\_)

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:-

	Description	Cost per Security Guard (with Arms):Rate (in Rupees)		
		Area A	Area B	Area C
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.	Sub Total			
10.	Weekly off/National holiday/other holiday@.....%			
11.	Cost per head			
12.	Service Charges@.....% on cost per head			
13.	Total			
14.	Service Tax@.....%			
15.	<b>Grand Total</b> (Final cost to the Bank)			

### Note:

1. 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.
2. Rates applicable for different area( 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.
3. Minimum Wages and statutory payments will be revised as per rules in vogue.

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.  
Date:

SIGNATURE:  
(Name & Designation & seal of the Agency)

## PRICE BID: Security Guard without Arms

(UN-ARMED GUARD FOR THE STATE OF : \_\_\_\_\_)

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:-

	Description	Cost per Security Guard (without Arms):Rate (in Rupees)		
		Area A	Area B	Area C
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.	Sub Total			
10.	Weekly off/National holiday/other holiday@.....%			
11.	Cost per head			
12.	Service Charges@.....% on cost per head			
13.	Total			
14.	Service Tax@.....%			
15.	<b>Grand Total</b> (Final cost to the Bank)			

### **Note:**

1. 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.
2. Rates applicable for different area( 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.
3. Minimum Wages and statutory payments will be revised as per rules in vogue.

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.  
Date:

SIGNATURE:  
(Name & Designation & seal of the Agency)

**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 Central Security Department, \_\_\_\_\_, Chief Security Officer, (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 empanelment the agencies shall be allotted zones depending upon their area of operation & service network. The order of the deployment of security guards shall be placed by UCO Bank, Head Office, as per the requirement, as and when it arises, with the shortlisted agencies among the empanelled PSAs.

c. **Validity of Contract:** The empanelment 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, should 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 Kolkata. (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@.....%	
Bonus@.....% (subject to a maximum of Rs .....%)	
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@.....%	
<b>Grand Total</b>	

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 5<sup>th</sup> 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 7<sup>th</sup> 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 **52 years of age** and preferably either Ex-Serviceman or Ex-Para Military personnel.

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.

**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 if 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 and State Government 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 15<sup>th</sup> 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:**

- a. If the PSA fails to deploy their Security Guards within the stipulated time schedule or the extended time as communicated by the Bank .
- b. 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 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 :-

- a). Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b). Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and legal embargos.
- c). 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:-

- 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 30 days.
- c. The parties agree that if the dispute (s)/ difference (s) between the parties is not settled by negotiation in the manner described hereinabove, the same shall be resolved exclusively through arbitration and such dispute shall be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in 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-ASSIGNEMNT:** 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 1<sup>st</sup> June 2016.

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:**