

**NOTICE INVITING EXPRESSION OF INTEREST FOR  
EMPANELMENT OF PRIVATE SECURITY AGENCY(S) FOR HIRING OF  
SECURITY GUARDS(ARMED/UN-ARMED)  
FOR BRANCHES ON PAN INDIA BASIS**

**UCO BANK, HEAD OFFICE  
CENTRAL SECURITY DEPARTMENT  
10, B.T.M.SARANI  
KOLKATA-700001**

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**UCO BANK  
HEAD OFFICE  
CENTRAL SECURITY DEPARTMENT  
10, B.T.M.SARANI  
KOLKATA-700001**

**Notice Inviting Expression of Interest (EOI)**

**FOR**

**Empanelment of Private Security Agency(s) for hiring of Security Guards (Armed/Un-Armed) for  
Branches on Pan India Basis**

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

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**DISCLAIMER**

While the document has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof is expressly disowned. The EOI is not an offer by UCO Bank, but an invitation for vendor's response. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the selected bidder. **Bank reserves the right to modify/alter any terms and conditions of the Tender (components of Technical Bid and/or Price Bid) as deemed fit.**



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

**Notice for Empanelment of private security agency (PSA) for providing preferably Ex-Serviceman/Ex-Central Para Military Force Security Guards (Armed/Un-Armed) to Bank's Branches on Pan India basis.**

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

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

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

3. Application-Forms can be obtained from UCO Bank, Head Office, 2<sup>nd</sup> Floor, Central Security department, 10 BTM Sarani, Kolkata-700 001 on any working day between 11.00 AM to 4.00 PM from

**20<sup>th</sup> Feb 2017 to 15<sup>th</sup> March 2017.** However, Private Security Agency, those intending to collect  
SEC/HO/2017/86 dated 18/02/2017

Application-Forms will have to satisfy the Bank by furnishing documentary evidence in support of the required eligibility and in the event of their failure to do so, the Bank reserves the right to refuse issuance of Application-forms. For downloading **EOI Form**, please visit our website <http://www.ucobank.co.in>.

4. Offer Documents/ Applications in response to Expression of Interest complete in all respect can be submitted along with payment of **Rs 2000/- as Demand Draft** (Non-Refundable) towards the cost of EOI document and Earnest Money of **Rs 1,00,000/-** (Rupees One Lac only) by way of a **Bank Guarantee** in favour of UCO Bank, issued by a scheduled commercial bank other than UCO Bank on behalf of the bidder, in sealed covers super scribing "Empanelment of PSA for Hiring of Private Security Guards." should be submitted to Chief Security Officer, UCO Bank, Head Office, 2<sup>nd</sup> Floor, Central Security Department, 10 BTM Sarani, Kolkata-700001 on or before **15<sup>th</sup> March, 2017 up to 12:00 Noon**.

5. **Part -1** of the tender (**Technical Bid**) will be opened at 3.00 PM on **15<sup>th</sup> March, 2017**. The bids of only those bidders whose eligibility documents are found to be satisfactory and are recommended by Bank's Evaluation team after site visit, will be considered for participating in the Price Bid. The Price Bids of the bidders, who are found ineligible, will not be opened and shall be treated as rejected.

6. **Part-II (Price bid)** will be undertaken by UCO Bank, Head Office amongst the shortlisted agencies only, who are found suitable for the area of jurisdiction of respective States/ on Pan India basis.

7. The Bank reserves the right to reject any or all bids without assigning any reason(s) and without any cost(s) or compensation therefor.

8. **Important Dates for the Tender:-**

<b>Date of Obtaining Application forms</b>	20.02.2017 to 15.03.2017
<b>Last Date of submission of Technical Bid</b>	15.03.2017 (12:00 Noon)
<b>Date of Pre-Bid Meeting</b>	27.02.2017(3:00 PM)
<b>Date of Opening of Technical Bid</b>	15.03.2017(3:00PM)
<b>Date of Financial Bid</b>	Will be intimated later to shortlisted vendors
<b>Contact Person</b>	Maj Girish Chandra Padhan, 033-44558031 e-mail: <a href="mailto:hosecurity.calcutta@ucobank.co.in">hosecurity.calcutta@ucobank.co.in</a>

**General Manager(GA)**



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

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

### **SCOPE OF THE WORK**

Deployment of preferably **Ex-Serviceman/Ex-Central Para Military Force**, Armed Guards and / or Un-Armed Security Guards for guarding at Bank's high risk branches and Armed Guards and / or Un-Armed Security guards at administrative offices, located across the country. 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 its requirement, with the shortlisted agencies among the empanelled PSAs.

The empanelment will be valid for a period of three years, 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 and other laws for the time being in force.

### **1. TERMS & CONDITIONS**

1.1 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.

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

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

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

### **2. ELIGIBILITY CRITERIA FOR SHORT-LISTING:**

For short listing of Private Security Agencies (PSA) the following criteria shall be applied. For this purpose PSAs shall submit proof of documents along with the Tender and PSAs not conforming to any of these parameters as on last date for submission of bids will not qualify for short listing:

- a) PSAs should be either companies, LLPs, partnership firms or a proprietorship concern, registered in India, reputed for providing security guards services. (Copy of certificate of incorporation and certificate of registration to be submitted). However, in case of a company, the PSA should not be a subsidiary or associate of a foreign company.
- b) PSAs should have obtained a license in accordance with Sections 4 & 7 of the Private Security Regulation Act 2005 issued by the respective state (s). Agency not having PSARA license will not be considered for empanelment (copy of PASARA license(s) to be submitted)
- c) PSAs should have their own infrastructure for training their guards
- d) PSAs should have credible Supervisory Infrastructure and network.
- e) PSAs should have Income Tax return of last three years. (Copy of pan card and Income tax return of past three years to be submitted)
- f) PSAs should have Audited Balance Sheets and Profit & Loss Accounts for the past three years. (Copy of balance sheet and Profit & Loss Accounts with signature and seal of Auditor to be submitted)
- g) PSAs should have Registration under Shops & Establishments Act. (Copy of certificate to be submitted)
- h) PSAs should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC (Copy of certificate to be submitted)
- i) PSAs should be a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the PSA should have been submitting EPF contribution online. (Copy of certificate to be submitted)
- j) PSAs should have copy of labour license in Form VI as per Contract Labour Act
- k) Documents proving compliance of Minimum Wages Act 1948 and other labour laws and rules be submitted.
- l) PSAs should have their office(s) at major cities in India with telephone connection and e-mail facility.
- m) PSA should have minimum three years of experience providing Security Guards services to minimum **two public sector banks** or **two public sector** undertakings.
- n) PSA Should submit satisfactory service certificate from two Public sector banks or Public sector Undertaking where it is presently providing security services.
- o) The PSA should be a **profitable organization** for the last three financial years and the average turnover of the PSA during the last three financial year should not be less than Rupees **one crore**.
- p) PSA shall not be owned or controlled by any Director or serving Officer/Employee of UCO Bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956. (A certificate denying the ownership of PSA by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 **issued by the CEO or Director or Partner or Proprietor of the PSA** to be submitted along with the tender).
- q) PSA should have a certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship.
- r) PSA should be registered with the Govt. under contract Labour Act (Regulation & Abolition) 1970.
- s) PSA should have Registration with appropriate authority for Service Tax.
- t) PSA should have on its roll minimum 100 Armed Guards, out of which atleast 50 Armed Guards are provided to/engaged with PSBs or PSUs.
- u) PSA should have Registration & Exemption Certificate from the State Security Guard Board wherever applicable.
- v) PSA should submit a declaration cum undertaking that it will comply with the all laws, rules, regulations, bye-laws, notifications, etc. for the time being in force.

**(Note: PSA who wish to be considered for more than one State are to submit the relevant documents like PSARA, Shop & Establishment, details of Office etc for each State)**

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

### **3. TWO BID SYSTEM OFFER**

The offer will be in two parts, Technical Bid and Price Bid. Technical Bid will be undertaken by Central Security Department, UCO Bank, Head Office, Kolkata; **after technical evaluation, suitable Agencies will be empanelled on Pan India basis and on Statewise basis, as the case may be.**

The Financial Bid/ Price Bid will be undertaken by UCO Bank, Head Office, Kolkata among the empanelled vendor(s) who are found suitable for rendering service on Pan India basis or for a particular State.

**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(s) 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 vendors in the price bid, award of contract will be in the ratio of 50:50 and incase of a tie between three vendors it will be in 33% ratio to each vendors & so forth.

### **4. EARNEST MONEY DEPOSIT**

Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lac only), in the form of a Bank Guarantee valid for a period of one year issued by a scheduled commercial bank other than UCO Bank, favoring UCO Bank, payable at Kolkata must be submitted along with the EOI Offer(Annexure-IX). Offers not accompanied with Earnest Money Deposit will not be accepted. This amount will be forfeited if, having been selected by the Bank for the job, the PSA refuses to accept any contract or having accepted the contract, fails to carry out his obligations mentioned therein. No interest will be payable on the Earnest Money Deposit. The Earnest Money Deposit will be refunded to the unsuccessful PSAs on completion of the process of selection. The Earnest money paid by the successful PSAs will be released only after furnishing the Performance Bank Guarantee.

### **5. PERFORMANCE BANK GUARANTEE(PBG):**

After selection of PSA and on / before execution of the agreement with the Bank, the selected PSAs should submit a Performance Bank Guarantee of **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. (Annexure -VI).

### **6. TECHNICAL BID OFFER**

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

The Technical Bid Offer should comprise of the following:

6.1 Covering letter on the prescribed format (Annexure-I).

6.2 PSA profile as per Annexure II.

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

6.3 Details of reference sites as per Annexure-III.

6.4 **Earnest Money Deposit of Rs. 1,00,000/-**(Rupees One Lac Only)as per Annexure-IX.

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

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

### **7. NO ERASURES OR ALTERATIONS**

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

## **8. VALIDITY OF OFFER**

The offer will be valid for period of 180 days from the last date of opening of the offer i.e. 15/03/2017, within which period the bidder cannot withdraw their offer including the period being extended further, if so required, by the Bank from time to time. Any contravention of the above conditions will ensue the forfeiture of the Earnest Money deposited by the bidder/selected bidder.

## **9. EVALUATION PROCESS**

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

### **9.1 Stage I**

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

### **9.2 Stage II**

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

### **9.3 Stage III**

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

### **9.4 Stage IV**

Empanelment of suitable agency(s) on Pan India basis/ for respective States or Statewise empanelment.

### **9.5 Stage V**

**Financial Bid & Selection of PSAs:** Financial Bids/Price Bid will be undertaken amongst the empanelled bidder(s) only and award of contract would be to the bidder who offered the L1 price in the Financial Bid for providing Security Guards(Armed/Un-Armed) for a particular state or on Pan India basis.

## **10. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice inviting EOI and shall be entitled to reject any or all offers either in full or in part without assigning any reasons whatsoever and without any cost/compensation therefor.

## **11. OPENING OF OFFERS**

Technical Bid offers will be opened at Bank's Head Office, Kolkata at 3.00 p.m., on **15/03/2017**. The bidders/ their representative(s) may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the Agencies for deputing their representatives. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. Date of Submission of Financial Bid/Price Bid including its Date& Time of opening will be intimated to the shortlisted vendors on a later date.

**11.A. REJECTION OF BID:** The bid is liable to be rejected if:

- It is not in conformity with the terms and conditions mentioned in this EOI document.
- It is not properly/duly signed by authorised signatory of the Company/Firm.
- It is received after expiry of the due date and /or time.
- It is incomplete including non furnishing the required documents as per the check list(Annexure-X).
- If there is canvassing of any kind.
- It is submitted anywhere other than the tender box or to the addressee.
- If the application is conditional.
- If the application is without Tender Fee in the form of DD & EMD as a Bank Guarantee.

## **12. PAYMENT TERMS**

No advance amount will be paid to PSA. Monthly payment conforming to the attendance of the Security Guards as per documents to be maintained by the PSA, which is to be duly verified by

respective 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.

**13. Compliance to laws:** The successful bidder shall conform to the provisions of Law(s), Bye- Law(s), Regulation(s), Notification (s) etc. relating to the work for the time being in force. He shall also obtain all necessary permission / approval / NOC from the Competent Authorities for completion of the said work, if required under the existing and future rules.

#### **14. Responsibilities of PSA**

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

b) The Armed Guards should be literate, medically fit, and mentally sound and possess good physique to perform all duties of Armed Guard assigned by the bank.

c) Armed Guard should not be in Low Medical Category as recorded in discharge book of Ex-Servicemen/Ex-Para Military personnel, Medical category will be considered valid for 2 years from date of discharge and thereafter his medical fitness will be considered as per fresh medical fitness certificate from a Registered Medical Practitioner with qualification not less than a M.B.B.S. as produced for verification by the PSA.

d) The duty time of the Armed Guards will be 8 hours per day(during banking hours) in uniform provided by the PSA. PSA has to arrange for a reliever of armed guard deployed at the branches compulsorily on the mandatory weekly off days or in the absence of the guard deployed. The reliever should be paid as per minimum wages even if that payment is not mentioned in the bid.

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

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

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

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

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

**15. Fidelity Insurance Cover:-** The empanelled agencies would be 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 and/or its employee provided to the Bank.

**16. Publicity:** The bidder shall ensure that the name of the Bank does not appear in any of its advertisements, product demonstrations, sales promotion schemes, or any publicity initiatives, without obtaining explicit written permission of the Bank in this regard. The Bank, however, reserves the right to reject any such request made by the bidder.

**17. Execution of Agreement:** The successful bidder shall execute a Master Agreement (as per the format to be supplied by the Bank) at their cost with the Bank within 15 days from the date of bidder's receipt of Letter of Interest issued by the Bank, on non-judicial Stamp Paper of appropriate value. The Bank Guarantee for performance @ **5% of Total Annual Contract Value** will also be deposited before or at

the time of execution of the Master Agreement. It is understood that the PSA(s), who are willing to offer their Security Guards services in response to this EOI have read all the terms and conditions given in Annexure-V and have agreed to all the Terms & Conditions without any modifications.

**18. Termination of Contract:** The Bank reserves its right to cancel the entire / unexecuted part of work Order and/or the Master Agreement at any time in the event of one or more of the following contingencies treating it as default on the part of the selected bidder/vendor and/or non performance of the contract **by giving a prior written notice of 30 days:**

- a. If the selected 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 selected PSA fails to comply with the Law(s), Bye- Law(s), Regulation(s), Notification (s) etc. for the time being in force.

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

**Effect of Termination:** In case of termination of contract for default of selected bidder, Bank is entitled to invoke the Performance Bank Guarantee, and enforce the Indemnity bond executed in its favour, forfeit the security money deposit and impose liquidated damages and/or such other penalties as it deems fit and proper without prejudice to its other rights and contentions available under the law(s) for the time being in force.

#### **19. RIGHT TO ALTER QUANTITIES & REPEAT ORDER**

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

**20. Indemnity to Bank:** The successful bidder shall indemnify UCO Bank and/or its directors, officials, employees etc. and keep indemnified against any loss or damage that the Bank may sustain on account of any violation of intellectual property rights, acts of commission or omission, negligence, claim on account of death/disability of its personnel on duty, claim by third party for any injury/damage to property/person of third party, compensation to its present or ex-employees by order of any court/Authority or Tribunal etc., by the successful bidder in respect of the security guard services provided. The successful bidder(s) has to sign an Indemnity Bond as per Bank's Format (**Annexure-VIII**) on Non-judicial Stamp Paper of appropriate value in favour of UCO Bank, Head Office, Kolkata.

#### **21. Integrity :**

- a) The Bank and the bidder (s)/successful bidder(s) and/or its representative undertakes to take all measures to prevent corrupt practices, frauds and to comply with the CVC guideline scrupulously and refrain from committing any offence which constitute corruption under the IPC/PC Act.
- b) The Bank and the bidder (s) )/successful bidder(s) and/or 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) Successful bidder has to submit Integrity Pact as per Bank's format as per **Annexure-VII** on Non-judicial Stamp Paper of appropriate value with UCO Bank, Head Office, Kolkata.

**22. Non-Disclosure/ Confidentiality Agreement :** The successful bidder must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such information.

Notwithstanding this, disclosure of any information received by the successful bidder in course of business to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also remain effective even after termination of the contract and disqualification of the said bidder.

**23. Non Assignment:** Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, sub-contracted, assigned or delegated to any third party by the successful bidder without prior written consent of the Bank.

**24. Force Majeure:**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or UCO Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which sustainability affect the performance of the contract, such as :-

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and legal embargos.
3. Terrorist attacks, public unrest in work area.

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The selected bidder or UCO Bank shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

Notwithstanding above, the decision of UCO Bank shall be final and binding on the vendor.

**25. Resolution of Disputes:**

The selected bidder and the Bank shall endeavor their best efforts to amicably settle all dispute(s) / difference(s) arising out of or in connection with the contract in the following manner:-

- a. The party raising the dispute(s)/ difference(s) shall address to the other party a notice requesting an amicable settlement of the dispute(s)/difference(s) within seven (7) days of receipt of the notice.
- b. In case the dispute(s)/difference(s) are not resolved by amicable settlement, the matter will be referred for informal negotiation between Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action shall be documented within a further period of 15 days.
- c. The parties agree that if the dispute (s)/ difference (s) between the parties is not settled by negotiation in the manner described hereinabove, the same shall be resolved exclusively through arbitration and such dispute shall be submitted by either party for arbitration within 21 days of the failure of negotiations. The Arbitral Tribunal shall consist of taking three Arbitrators. Each party shall appoint one arbitrator of its own choice and two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or amendments thereof.

The "Arbitration Notice "should accurately set out the disputes between the parties, the intentions of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with request to the other party to appoint its arbitrator within 21 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitration shall hold their sittings at 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 decree may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

Notwithstanding the existence of any dispute (s)/difference(s) between the parties or the subsistence of any arbitration or other proceedings, the selected Vendor shall not be entitled to suspend the service (s) or withhold the job, rather shall continue to render service(s) or take all necessary steps to complete the job in accordance with the EIO & Master Agreement.

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

**27. Jurisdiction:**

All the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at KOLKATA.

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

The Chief Security Officer, UCO Bank, Head Office, Kolkata-1 at the above mentioned address

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

**General Manager (GA)**

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

To  
Chief Security Officer,  
Central Security Department,  
UCO Bank, Head Office,  
10 BTMSarani, Kolkata-700001.

Dear Sir,

**Sub: Your EOI for Deployment of Security Guards at various branches/offices of UCO Bank located on Pan India basis.**

With reference to your notice inviting Expression of Interest (EOI) published in News papers on 20/02/2017 and the notice published in your website with effect from 20/02/2017, having examined and understood the instructions, terms and conditions forming part of the EOI, we hereby enclose our offer for the supply of Ex-Serviceman/Ex-Para Military Force Security Guards Services(armed/Un-Armed) as detailed in your above referred EOI.

We confirm that we have not been disqualified by any PSUs for deployment of Guards.

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

We also enclose herewith a DD of Rs 2000/- towards cost of tender fee and a Bank Guarantee for Rs.1,00,000 (Rupees One Lac only) favoring UCO Bank and payable at Kolkata , being the EMD, details of the same are, as under :-

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

Yours faithfully,

Authorized Signatory

**(Name, Designation & seal of the firm)**

## PSA PROFILE

1. Name of the Organization and Address:
2. Year of Establishment:
3. Status of the firm:  
(Whether Pvt. Ltd. company / Public Ltd. company/ Partnership Firm/Proprietor)
4. Name of the Chairman/Managing Director/CEO/Country Head (as the case may be):
5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy.
6. a) Name and address of Bankers :  
i)  
ii)  
b) Turnover of the Company/Firm **FROM SECURITY GUARD SERVICE ONLY** : (Please attach a copy of audited Balance Sheet and Profit & Loss Account for the years, 2013-14 , 2014-15 & 2015-16 as proof of documents)

FYs	Turn over in Crores	Average Annual Turn over
2013-14:		
2014-15:		
2015-16:		

7. Whether registered for Service Tax purposes. If so, mention number and date.
8. Whether an assessee of Income Tax. If so, mention Permanent Account Number.  
Furnish copies of Income tax returns(ITR) for last three years
9. Is the Company/Firm a supplier of Security Guards Services? If yes,  
a) Mention the addresses and phone numbers of the Company's office at different locations.  
b) What are your main fields of activities? Mention the fields giving the annual turnover for each field.  
i)  
ii)
10. Since when and how long your Company/firm has been supplying Security Guards services?
11. If you have been prequalified by other public sector banks for supply of Security Guards Services, furnish their names and date of empanelment.
12. Furnish the names of renowned public sector undertaking/organizations, where you have supplied Security Guards services location wise during the last three years, i.e., from 01 January 2014 to December 2016:

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

(Please attach copies of their orders or payment proof)

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

### 13. Details of Uniform:

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

### 14. Details of Security Supervisory Staff :

Sl.No.	Name	Qualification	Post Held	Experience

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

16 . I / We agree that the decision of UCO Bank, Head Office, Kolkata in selection of PSAs will be final and binding to me / us.

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

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

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

Place.

Date.

### **SIGNATURE:**

### **Name & Designation & seal of the Company**

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

**Reference Site Details where security guard service is provided:-**

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

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

**DUTIES OF ARMED GUARDS POSTED AT A BRANCH/OFFICE :**

The Armed Guard should perform the following Duties:

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

room.

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

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

**Place:**

**Signature of Bidder**

**Date:**

**DUTIES OF UNARMED SECURITY GUARDS :**

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

employees/visitors but all throughout will maintain a decent & presentable behavior.

- The security personnel shall be duly trained in Fire safety operations. They should be trained to operate various fire extinguishers installed in the offices/colonies.
- Any other duties assigned by the Bank.

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

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

**Place:**

**Signature of Bidder**

**Date:**

**Format of Performance Bank Guarantee (PBG)**

To,

UCO BANK, Head Office  
Central Security Department,  
2<sup>nd</sup> Floor, 10 BTM Sarani, Kolkata-01

Dear Sir(s),

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its head office at 10, BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata - 700001 (hereinafter called UCO BANK) having agreed to exempt M/s \_\_\_\_\_ (Name of the Private Security Agency(**PSA**)), a Company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (Address of the vendor company) (hereinafter called –the said PSA) from the demand, under the terms and conditions of the Master Contract to be made between UCO BANK and the PSA for a period of ..... In pursuance of Expression of Interest no.....dated....., as modified, (hereinafter called – the said Agreement ), of security deposit for the due fulfilment by the said PSA of the Terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs..... (Rupees..... only).

We,.....[Indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as –the Bank ) at the request of ..... [PSA] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said PSA of any of the terms or conditions contained in the said Contract.

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said PSA of any of the terms or conditions contained in the said Contract or by reason of the PSA's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the PSA in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the PSA for payment there under and the PSA shall have no claim against us for making such payment.

3. We, ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said PSA and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on

us in writing on or before ..... (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

4. We ..... [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said PSA from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said PSA and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said PSA or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

6. We, ..... [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i. Our liability under this Bank Guarantee shall not exceed Rs. .... (Rupees.....) only.

ii. This Bank Guarantee shall be valid upto ..... and

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date of expiry of Guarantee including claim period).

7. Dated the ..... day of ..... for..... [Indicate the name of Bank]

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

**Note:**

1. Selected PSA should ensure that the Seal and Employee Code No. of the Signatory is put by the bankers, before submission of the Bank Guarantee.
2. Bidder guarantee issued by Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

### FORMAT OF INTEGRITY

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10 Biplabi Trailokya Maharaj Sarani, Kolkata-700001, India hereinafter referred called "**Bank**" of the "**ONE PART**"

And

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

#### Preamble

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

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

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

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

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

1. The bidder(s) /contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process .

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the

Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder (s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Bidder (s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B".

### Section 4 : Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

### Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process and action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

1. The Bidder (s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing.
2. The Bank will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

### Section 8 : Independent External Monitor/Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Bank.
3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under

contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should an occasion arise, submit proposals for correction of problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
8. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" would include both singular and plural.

#### Section 9 – Pact Duration.

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

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

#### Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. ....
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

**Format of INDEMNITY Bond**

KNOW all men by these presents that I/We, Shri/Smt....., son/daughter/wife of Shri....., residing at ....., as Proprietor/Partner/Director of ....., having office at ....., a contractor/Vendor and have submitted an offer in response to Tender Notice No. .... dated ..... being the indemnifier do hereby execute indemnity bond in favour of UCO Bank having their Head Office at 10, B.T.M Sarani, Kolkata-700 001 and having Central Security Department, at UCO Bank, Head Office, 2<sup>nd</sup> Floor, 10 B.T.M Sarani, Kolkata-700 001 on this--- day of -----, 2015.,

WHEREAS the Bank invited tenders for .....-AND WHEREAS .....submitted tenders amongst others for the said work.

AND WHEREAS the Bank after observing all formalities in the matter, accepted the tender submitted by .....and informed them by its letter dated .....AND WHEREAS pursuant to acceptance of the tender given by the said vendor, the Bank and the said Vendor have entered into an Agreement on.....for.....

AND WHEREAS it is one of the terms of the said Tender-Contract that the Vendor shall give an indemnity in the manner hereinafter appearing.

**NOW THIS BOND OF INDEMNITY WITNESSTH AS FOLLOWS:**

In consideration of the Bank having agreed to award the aforesaid contract to us more particularly described and stated in the aforesaid Agreement dated ----- and the related tender documents, we do hereby agree ad undertake that we, being the indemnifier shall, at the time hereinafter save and keep the bank harmless and indemnified including its respective Directors, officers and employees and keep them indemnified from and against

1. Any third party claims, civil or criminal complaints/ liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, and/or for violating any law, rules and regulations in force, for the time being while executing contractual work by me/us.
2. Any damages, loss or expenses due to/resulting from any negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. Any claim by an employee of mine/ours or of sub-contractors if any, under the Workmen Compensation Act and Employer Liability Act or any other law, rules and regulations in force for the time being and any acts replacing and/or amendments thereof as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract work and/or arising out of and in course of employment of any workmen/employee.
4. Any act or omission of mine/ours or sub-contractors if any, ours/theirs servants or agents which may involve any loss, damage, liability, civil or criminal action.
5. We further agree and undertake that we shall during the contract period, ensure that all permissions, authorisations, consents are obtained from the local and or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
6. If any, additional approval, consent or permission is required by us to execute and perform the contract during the currency of the contract, we shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

7. Our obligations herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of the bank or indemnifier.
8. Our obligation under this bond shall not be affected by any act, omission, matter or thing which would reduce, release us from any of the indemnified obligation under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the bank).
9. This indemnity shall be governed by and construed in accordance with the laws of India. We irrevocably agree that any legal action suit or proceedings arising out of or relating to its indemnity may be brought in the Courts, Tribunals at ----- . Final judgment against us in any such action, suit or proceedings shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, we irrevocably submit to the exclusive jurisdiction of such Court/Tribunal in any such action suit or proceeding.

IN WITNESS WHEREOF

----- (Name of Vendor) has set his/their hands

on this ----- day of -----, 2016

SIGNED AND DELIVERED BY THE AFORESAID----- (Name of Authorised person)

IN THE PRESENCE OF WITNESS

1) Signature.....

Name with address:

1) Signature.....

Name with address:

2) Signature.....

Name with address

2) Signature.....

Name with address:

**Format of Bank Guarantee (EMD)**

To,

UCO BANK, Head Office  
Central Security Department,  
2<sup>nd</sup> Floor, 10 BTM Sarani, Kolkata-01

Dear Sirs,

In reference to your EOI for Empanelment of Private Security Agency(s) for hiring of Security Guards (Armed/Un-Armed) for branches on Pan India basis, M/s \_\_\_\_\_ having their registered office at (hereinafter called the 'PSA') wish to respond to the said Expression of Interest (EOI) for self and other associated agencies and submit the proposal for Supply of security guards (armed/unarmed) as listed in the EOI document. Whereas the 'PSA' has submitted the proposal in response to EOI, we, the \_\_\_\_\_ Bank having our Head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ` \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as bid security as required to be submitted by the 'PSA' as a condition for participation in the said process of EOI.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the PSA withdraws his application during the period of the proposal validity; or
2. If the PSA, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the EOI or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO Bank the said amount of Rupees \_\_\_\_\_ without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. This Bank guarantee will be valid upto \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised official

(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation).

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

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

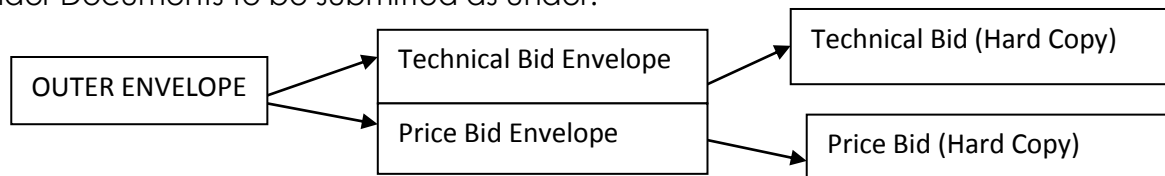


**UCO BANK**  
**Central Security Department**  
**Head Office, Kolkata**

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

**GENERAL GUIDELINES FOR PRICE BID:-**

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



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

4. On or Before the date of issue of the supply order following documents to be submitted by the selected PSAs of the price bid:-
  - a. An **agreement** as per Banks format will be entered into by the PSA and the Bank on non-judicial stamp paper of appropriate value.
  - b. The PSA has to submit a Bank Guarantee of **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.
5. All the PSAs who are approved for supply of Armed/Un-Armed Guards to the Bank will get themselves registered with Chief Labour Commissioner's Office, Kolkata; UCO bank being the Principal Employer and PSA as the Labour contractor.
6. If there is a tie in the Price Bid between two or more PSAs, then all the agencies who have quoted **L1 rates will be empanelled by the Bank for the particular state.**
7. Award of Contract will be given state-wise to the selected agency(s) depending on the number of Armed Guards required in a particular state & decision on this will be solely at Bank's discretion.

8. All the mandatory components of wage as per guidelines of Central Govt. Minimum Wage Rule will be quoted by the agency and will be paid by the Bank. All the rates will be quoted in Indian Rupee, both in figures and in words.
9. The decision of award of contract will be at the sole discretion of Bank and any decision taken in this direction by the Bank will be just and final.
10. Supply order will be issued centrally by UCO Bank, Head Office, Central Security Department. Monthly bills will be submitted to respective Zonal Offices of the Bank for scrutiny and onward submission to UCO Bank, Head Office, Central Security Department for payment.
11. The **service charges** on Cost per Guard will be quoted **not less than 10% for Ex-Serviceman and 5% for ordinary guard.**
12. Deployment of Security Guards is to be completed by the PSA within a period of 15 days from the date of PSA's acceptance of the Work Order issued by the Bank.
13. Any delay in deployment over the stipulated period will attract penalty of 5 % of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. The Bank reserves its right to recover this amount by any mode, which includes adjustment made against any payment to be made by the Bank to the PSA and/or from the Bank guarantee.
14. The Bank reserves the right to increase or decrease the number of Security Guards to be deployed in the said locations according to its requirement i.e. States, Zones or Regions. If the approved PSA is unable to fulfill the orders within the stipulated period, then Bank will have the right to allot the work to other shortlisted PSA after giving 15-days notice to the defaulting PSA; in such case the PSA shall have to execute the work at the L1 rate.

**General Manager (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 by 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	The components are not required to be quoted (mandatory as per Govt. of India, Ministry of labour & Employment)		
2.	ESI@ <b>4.75 %</b>			
3.	EPF@ <b>12.0%</b>			
4.	Bonus@ <b>8.33% of Basic+VDA</b>			
5.	Gratuity/Terminal benefits@ <b>4.81% of Basic+VDA</b>			
6.	EDLI (including Inspection Ch.)@ <b>0.51% of Basic+VDA</b>			
7.	Adm Charges@ <b>0.85% of Basic+VDA</b>			
8.	Sub Total(cost per head)			
9.	Service Charges for Ex-Serviceman (not less than 10 % on cost per head)			
10.	Service Charges for ordinary guards ( not less than 5% on cost per head)			
11.	Any other charges			
12.				
13.				

(Service Tax as applicable will be paid)

**Note:**

1. All the components from Ser no.1 to 7 are mandatory and will be as per Govt. guidelines on the subject.
2. Basic & VDA (Sr. No.1) should conform to the minimum wages fixed and revised from time to time, by the Ministry of Labour & Employment, Government of India for employment of Watch & Ward Staff. The minimum rates of wages also include the wages for the weekly day of rest @ 1/6<sup>th</sup> of ser no 8 , where ever applicable.
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 and will be reimbursed by the bank.

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

Place.  
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:-

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Place.  
Date:

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