

**BANK OF INDIA
NEW DELHI ZONE
PLANNING DEPARTMENT**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this 02 day of April, 2009 between President of India acting through the Ministry of Defence, Indian Coast Guard Headquarters through **Deputy Inspector General, Sh. K.B.L. Bhatnagar, Director (Administration)** having its offices at National Stadium Complex, New Delhi - 110 001 (hereinafter called the **Indian Coast Guard** which expression shall unless the context otherwise requires include its successors/legal heirs/administration/Executors and permitted assigns).

AND

Bank Of India, a body Corporate incorporated under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its registered office at Star House, C-5, "G" Block, Bandra-Kurla Complex, Bandra (East), Mumbai, 400 051. hereinafter called the "Bank" (which expression shall unless the context otherwise requires include its successors in business of the other part and assigns) of the other part.

The Bank and **Indian Coast Guard** are collectively referred to as the 'the Parties'

And WHEREAS

The Indian Coast Guard in its efforts to simplify and streamline the salary disbursement procedure and to make available modern banking facilities to its personnel has called for and evaluated proposals from various banks has decided to accept the proposal submitted by Bank of India as one of the Banks among others.

And Bank of India possessing technologically advanced infrastructural facilities having offered to provide banking services as detailed herein below to the Coast Guard Personnel operating their salary accounts with the Bank.

Now therefore this Memorandum of Understanding witnesseth as under:

Both parties have agreed as follows:-

1. Period of MOU

This MOU shall commence as of the Effective date and shall be operative initially for a period of 3 year w.e.f **1st** day of **April, 2009** which period may be extended for a further period of 3 to 5 years or longer, as mutually agreed by both the parties.

2. Credit of Salary

The Bank undertakes to credit into account of all Indian Coast personnel who may be holding their accounts in the various branches at various stations of the Bank, their salary by last working day of the month or on date (due date) communicated in writing by the PCDA(N), Coast Guard Section, Mumbai subject to receipt of prior payment of salary by the Bank from Indian Coast Guard within 3 days before the due date of credit of salary.

Indian Coast Guard undertakes to issue a consolidated cheque through PCDA(N), Coast Guard Section, Mumbai payable at Mumbai towards total salary of Indian Coast Guard personnel having their accounts in the Bank and the bank will make arrangements to collect from PCDA(N), Coast Guard Section, Mumbai, a consolidated cheque in advance together with salary details of personnel on media and format mutually decided by both the parties. The consolidated salary cheque as well as the bank account/ salary details are to be collected by the Bank from the PCDA(N), Coast Guard Section Mumbai two or three working days before the date of actual disbursement of salary. The Bank will arrange timely clearance of the cheque from the Reserve Bank of India and ensure that the salary is credited to respective accounts and is available for withdrawal at the start of the normal banking hours on the scheduled date for disbursement of salary.

Director (Administration)
Indian Coast Guard
National Stadium Complex
New Delhi - 110 001

Indian Coast Guard staff will mention their Personnel number on the account opening form at the time of opening their salary account with the Bank.

The Bank will not charge any commission or service charges either from the individual or Indian Coast Guard for this service.

3. Facilities to Account holders

The Bank undertakes to provide following facilities/ services to Indian Coast Guard Personnel drawing their salary through any of its branches.

- Facility of Zero minimum balance in the account at no extra cost/charges.
- Anywhere Banking via ATM, phone or Internet through our networked branches. Bank's own on line ATM facility wherever existing will be made available. However, charges as applicable for using other bank's ATM in the shared ATM network will be levied. Phone banking available at existing centres will be made available.
- Free issuance of Debit-cum-ATM card..
- Free Multi - City at Par Cheque book
(As and when the facility is introduced for savings bank accounts)
- Free issuance of Supplementary Debit-cum-ATM card.
- Joint Account facility.
- Instant credit up to Rs 15,000/- for outstation cheques.
- Facility for Standing Instructions as per the extant guidelines in this regard.
- All other facilities being provided to the Bank's normal customers operating salary account.
- Free Demand Draft on any of the Bank's location.
- Free Internet banking facility.
- Preferential allotment of safe deposit lockers subject to availability.
- Preferential loans @ 0.25% concession in rate of interest may be considered at the sole discretion of the Bank.
- Overdraft facility upto 2 months salary at Personal Loan rates, i.e. @ loans under BOI Star Suvidha Scheme, will be considered by bank on case to case basis.
- Free Financial Advisory Service (as and when the Bank introduced).
- Sweep in/Sweep out fixed deposit accounts.(subject to provisions of the scheme).
(However if any Indian Coast Personnel leaves the job or retires from the job, any debit in overdraft/loan/Savings bank Account will be adjusted from his/her terminal dues deposited by Indian Indian Coast Guard/Indian Coast Guard Personnel in their account.)

4. International Debit cum ATM card:-

Bank of India agrees to issue free Visa International Debit cum ATM Card to all salary account holders. The card will have a "Zero Lost Card Liability" in that the liability on misutilisation of lost cards on POS terminals, from the time of reporting of loss is covered under an insurance policy obtained by the Bank. Protection under the policy is available to BOI Debit Card holders subject to compliance with the terms and conditions of the policy, which includes filing of complaint with the police.

5. Continuation of facilities after retirement

The Bank will continue to extend facilities mentioned under article 3 and 4 above to the account holders even after their retirement from the Naval services subject to the retirees maintaining their pension accounts with the Bank. However certain facilities like free issuance of Draft will be withdrawn and Bank may at its sole discretion withdraw more facilities from time to time without any notice. It is clarified that Indian Coast Guard Personnel who are dismissed from Service, deserters and who have resigned from Indian Coast Guard service shall not be entitled to the aforesaid facilities and will be treated at par with other normal customers of the Bank.

6. Reconciliation.

Bank undertakes to provide to PCDA(N),Coast Guard Section, Mumbai Reconciliation Statement of salary disbursed by 10th of the following month.

7. **Recall of Salary Disbursed**

In exceptional circumstances, the Indian Coast Guard may recall the salary erroneously disbursed to deserters or delinquent personnel. Upon written request of the PCDA(N), Coast Guard Section, Mumbai communicating specific details of personnel, bank account, period and amount, and further subject to availability of funds in the specified account, the Bank will comply with the request and refund the available amount by a Bank Draft to the PCDA(N), Coast Guard Section, Mumbai for crediting the government account. The Bank will not be liable or held accountable for any consequential or related action arising from the act of refund of amount to the Indian Coast Guard and shall not be liable or bound to refund any amount withdrawn by the deserters or delinquent personnel. Pending refund of the amount recalled, the Bank will freeze all transactions to the salary account to prevent fraudulent withdrawals from it. **The Indian Coast Guard officers/ personnel are to give a suitable undertaking to the Bank in this regard at the time of opening of their account with the Bank.**

In case of closure of Bank Account by the individual, the amount of salary should be refunded to The Joint Controller of Defence Accounts (Navy), No.1, Cooperage Road, Mumbai - 400 039 (Tel. No.022-22026689) WITHIN A WEEK of receiving the cheque from PCDA(N), CG Section Mumbai.

8. **Confidentiality**

Each party shall treat as confidential all information obtained as a result of entering into or performing this MOU but shall be bound to disclose if needed by operation of law or by judicial authorities.

9. **Resolution Mechanism**

A standing one-point team comprising a Special Relationship Manager from the **Bank of India** and **Accounts Officer EDP Section/Accounts Officer Coast Guard Section from the PCDA(N), Mumbai** will be constituted to resolve all operational issues.

In the odd occasion of a dispute or a difference of opinion between the parties, the same one-point team can address and resolve the issue at hand.

10. **Termination**

In any case of discontinuing the MOU the Bank will not withdraw the facilities of salary disbursement till alternate arrangements are made by Indian Coast Guard Headquarters.

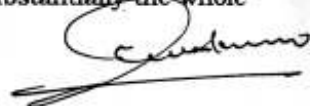
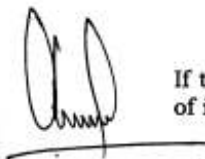
This MOU may be terminated with immediate effect by either party giving notice of termination to the other Party (the 'Defaulting Party').

Provided if the Defaulting Party has committed a material breach of any term of this MOU and has failed to remedy such breach (if capable of remedy) within thirty (30) days after notice from the other party to do so.

Or

If the Defaulting party repeatedly commits the same breach of any of the term of MOU then the contract may be terminated without any further notice.

If the Defaulting Party shall cease to carry on its business or substantially the whole of its business:



PCDA(N)
Coast Guard Headquarters
New Delhi - 110001

Or

If there is a material adverse change in any applicable law affecting Bank generally. Either party shall also have the right to terminate this MOU for any other reason which need not be disclosed to the other by giving 60 days notice in writing to the other.

Notwithstanding anything contained herein or in any other document, writings, between the Parties herein or between the Bank and Indian Coast Guard Personnel the services/facilities extended to the Indian Coast Guard Personnel/Retired Indian Coast Guard Personnel under this MOU shall cease immediately upon termination of this MOU and from the said date they shall also be liable to pay all service charges, commission, interest etc as applicable to that of a normal customer of the Bank.

11. Provision of ATMs

The Bank will make reasonable efforts to provide ATMs depending upon the cost benefit analysis as well as the Bank's requirements/overall plan for the same.

Indian Coast Guard on its part will make efforts to provide space for setting up ATMs that will be governed by the Bank and local Indian Coast Guard Administrative Authority.

Indian Coast Guard agrees that it shall on best efforts basis provide appropriate place free of any charges/rent to the Bank for setting up of its ATMs at the residential areas of Indian Coast Guard Personnel under this MOU. If Indian Coast Guard is unable to provide so, the Bank may try to find a suitable place to set up its ATMs as per the Bank's requirement. In the event, the Bank is also unable to get such space or setting up the ATM is not economically viable and feasible, the Bank shall not be liable to set up ATMs as stated above. However, setting up of the Bank's ATM will depend upon the overall plan of the Bank for the same and the cost benefit analysis done by the Bank.

12. Publicity

Bank of India may publish /market about its services extended to Indian Coast Guard personnel under this MOU and/ or promote its business objectives from time to time.

13. Amendment

Any provision of this MOU may be amended, waived, discharged or terminated (in each case) only by an instrument in writing signed by or on behalf of the Party against whom enforcement of the amendment, waiver, discharge or termination is sought. No breach of, or default under any of the provisions of this MOU by either Party may be waived or discharged without the other Party's written consent thereto.

14. Notices

Each notice, demand or other communication to be given or made hereunder shall except as otherwise provided herein, be given or made in writing and may be sent by one Party to the other Party by Registered Post, telex, facsimile or hand to the address or numbers mentioned above or such other address and numbers as one Party may inform the other in writing.

Signed on behalf of Indian Coast Guard
Indian Coast Guard Headquarters
National Stadium Complex
New Delhi

(K.B.L. Bhatnagar)
Deputy Inspector General,
Director (Administration)

Signed on behalf of Bank of India

कृते बैंक ऑफ इंडिया
For BANK OF INDIA


संघटित अदानी
Constituted Attorney

(S.D.K. Sharma)
Chief Manager
New Delhi Zone

