

KOLHAPUR ZONE

NOTICE INVITING TENDER (NIT)

(Open to all vendors)

CASH VAN SERVICES ON HIRE BASIS FOR
BANK OF INDIA BRANCHES

IN

KOLHAPUR ZONE

DATE OF ISSUE OF NIT	: 12 FEB 2024
LAST DATE FOR SUBMISSION OF TENDER	: 26 FEB 2024 till 3.00 pm
DATE OF OPENING OF TENDER	: (Last date of submission) at 4.00 pm

Ref No. KOP/SEC/AS/23-24/CVT/01

Date: 12 Feb 2024

NOTICE INVITING TENDER (NIT)
FOR CASH VAN SERVICES ON HIRE BASIS

Bank of India, Kolhapur Zone invites sealed tenders from reputed agencies having office in Kolhapur, (Maharashtra) for providing 04 (four) nos. of Cash vans with drivers to be deployed at Bank's Branches / Currency Chests as mentioned below on hire basis for transportation of Bank's cash for a period of four years.

2. Firms / Agencies applying should be in this business for, at least THREE years and should preferably have nation-wide network. Firms should be registered under all applicable statutory legislations of the land such as Acts relating to Income Tax, GST, Contract Labour, EPF, ESI etc. and should have at least ONE running contract with RBI or Public sector bank / private bank.
3. The tenders in Bank's Format duly stamped and signed on each page should be submitted before the specified time and date at Bank's Kolhapur Zonal Office, Security Department at the contact address as mentioned in the tender .
4. Following points should be importantly noted while submitting the tenders:
 - a. NIT can be obtained from Security Department, Zonal Office Kolhapur from 10:00 am on 12 Feb till 12 pm on 26 Feb against payment of Rs.1000/- as cost of NIT payable by means of Pay order / DD drawn in favour of "Bank of India" at Kolhapur. Vendors using the NIT downloaded from the Tender section of Bank's website (www.bankofindia.co.in), must enclose DD / pay order of Rs.1000/- favouring Bank of India payable at Kolhapur along with their TECHNICAL BID.
 - b. Earnest Money Deposit (EMD) of Rs.1,00,000.00 (Rupees one Lakh) in the form of DD / Pay order favouring Bank Of India and Payable at Kolhapur must be enclosed with the Technical bid of the tender.
 - c. The Technical Bid and Financial bids should be sealed in separate envelopes and the envelopes should be super-scribed: "Technical Bid for cash van services – Kolhapur Zone" OR "Financial Bid for cash van services -Kolhapur Zone", as the case be. Both the envelopes must be kept and sealed in a third envelope, super-scribed as "Tender for cash van services-Kolhapur Zone"
5. **Last date for submission of tender is 26 Feb upto 3.00 pm.** Technical bids will be opened on the same day at 4.00 pm i.e. on 26 Feb 2024.
6. Financial bids of only those bidders who are found technically qualified based on their technical bids will be opened subsequently with prior intimation. Please note that Bank reserves the right to reject the offers without assigning any reason whatsoever.

Zonal Manager

ADDRESS FOR SUBMISSION OF TENDERS

BANK OF INDIA, KOLHAPUR ZONAL OFFICE
SECURITY DEPARTMENT

1519 C, Jaydhaval Building, 2nd Floor,
Laxmipuri, P.B.No.5,
Kolhapur-416001

Contact person : Maj Arun Singh/Mr. Abhijit Deshmukh

Contact Nos. :

Phone 0231-2641706

Mobile 7506260528

Email Kolhapur.security@bankofindia.co.in

NOTICE INVITING TENDER - COMONENTS

<u>GENERAL TERMS & CONDITIONS</u>	APPENDIX "A"
<u>MANDATORY ELIGIBILITY CRITERIA</u>	APPENDIX "B"
<u>TECHNICAL SPECIFICATIONS FOR CASH VAN MODIFICATION</u>	APPENDIX "C"
<u>TECHNICAL BID PROFORMA</u>	APPENDIX "D"
<u>DECLARATION</u>	APPENDIX "E"
<u>FORMAT OF AGREEMENT</u>	APPENDIX "F"
<u>FINANCIAL BID PROFORMA</u>	APPENDIX "G"

GENERAL TERMS AND CONDITIONS

1. NIT can be collected from Bank's Zonal Office, Security Department against payment of non-refundable Rs.1000/- as cost of NIT by means of Pay order / DD drawn in favour of "Bank of India" and payable at Kolhapur. The NITs can also be downloaded from Tender Section of Bank's website www.bankofindia.co.in. Those using the NITs downloaded from Bank's website must enclose DD / pay order of Rs.1000/- favouring Bank of India payable at Kolhapur along with their TECHNICAL BID as cost of the NIT.
2. Earnest Money Deposit (EMD) of Rs.1,00,000.00 (Rupees one Lakh only) in the form of DD / Pay order favoring Bank Of India and Payable at Kolhapur must be enclosed with the Technical bid. Tender submitted without tender cost & EMD will be summarily rejected. Upon finalization of the process and award of the contract, EMD in respect of unsuccessful bidders will be returned within 30 days from the date of opening of the financial bid.
3. EMD of the successful bidder will be liable to forfeiture, if the bidder fails to honour the offer and deploy the cash vans in accordance with the terms of tender. After successful award of the contract, the EMD so submitted by the bidder will be converted into Security Deposit and will be kept by the Bank for the entire period of contract. The security deposit so kept might be appropriated by the Bank against any deficiency in service by the vendor and / or loss / damage suffered by the Bank for such deficiency in service.
4. Exemption from tender fee and/or EMD will be given to MSME & Startups as per the government policy on procurement. If the successful bidder has been exempted from submission of EMD, then that firm is required to submit Security Deposit of Rs.1,00,000.00 (Rupees one Lakh only) in the form of DD / Pay order favoring Bank of India and Payable at Kolhapur within 15 days from award of the contract by the Bank.
5. The tender is in two bid system. The Technical Bid and Financial bid should be sealed in separate envelopes and the envelopes should be super-scribed 'Technical Bid for cash van services -Kolhapur Zone' / "Financial Bid for cash van services - Kolhapur" as the case be. Both the envelopes must be kept and sealed in a third envelop super-scribed as "Tender for cash van services – Kolhapur Zone".
6. The Technical bid proforma (Appendix D) will be submitted duly filled, signed and stamped along with all other Appendices of this documents except Appendix G i.e. the financial bid, along with a covering letter by the bidder, the DDs / Pay Orders of NIT cost and EMD. **All the pages of the NIT must be signed and stamped by the bidder as confirmation of having read the terms and conditions as laid down in the NIT and agreeing to the same while submitting the tender.** The bidder may at its discretion enclose detailed profile of its agency / firm along with the Technical bid.
7. The Financial Bid envelope shall contain only the price quoted strictly in the prescribed format (Appendix G).
8. Tenders received after the due date and time will not be accepted.
9. All amounts should be mentioned both in words and figures and any corrections shall be duly authenticated by the signatory otherwise the tenders will be treated as invalid. In case of a discrepancy in the amount written in figure and words, the latter will be taken in consideration as correct.
10. Technical eligibility will be based strictly on the parameters mentioned in Appendix "B".

Relationship beyond banking

Information given by the bidder in support of their eligibility must be supported by documentary proof. After opening of the Technical bid, the Bank will have the right to seek additional documents / clarifications in case of inconsistencies found in the technical bid. Such clarifications will be sought in writing and the bidder has to response in writing as well along with required documents if asked for. Non-response / ambiguous responses to such clarifications or non-submission of additional supporting documents as sought will result in disqualification of the bidder.

11. The cash vans being deployed by the bidder in other Banks / organizations must be owned by them. Documentary proof (copies of RC) to the effect must be submitted. Similarly, the driver deployed by the bidder on such cash vans must be on their pay roll. Documentary proof such as recent EPF / ESI subscription statement / extract of the salary/wage payment record having names of employees for the last financial year duly certified by the bidder's auditor / self-certified (only in case the Turnover does not warrant Audited ITR), must be submitted. Outsourcing of the cash vans or manpower is NOT permitted and will result in disqualification.
12. Copies of various statutory registrations with government regulatory bodies including GST registration certificate (Form GST REG 06 with Annexure 'A' & 'B') must be submitted.
13. The successful bidder, on award of the contract, must ensure to provide the services at the earliest but in any case not later than 90 days from award of the contract. Failure to provide the services within stipulated time or failure to comply with the terms as mentioned in the NIT in terms of vehicle, modifications, obtaining various regulatory registrations / policies, will result in termination of the contract by the bank, forfeiture of the EMD submitted.
14. Insurance: On award of contract, the vendor shall be fully responsible for comprehensively insuring the cash vans against all risks including theft, arson and accident at its own cost. The vendor shall also take appropriate life / accidental insurance coverage for the driver deployed on the cash vans and for any compensation payable to any third party in an accident or incident involving the cash van. Bank will not have any liability towards damage of the vehicle/ injury or accidental death of the driver or any third party. They shall also take and service the policy of fidelity insurance for Rs. 1.00 Crore, as cover against any loss on account of any action by the staff of the agency. A copy of the all the insurance policies including the Fidelity Insurance must be submitted prior to award of the contract.
15. Successful bidder shall enter into an agreement with the Bank's Zonal Office on Bank's prescribed format (Appendix F) before physical deployment of cash vans.
16. Certain terms and condition related to deployment and operation of cash van services are mentioned below for ready reference:
 - a) The vehicle has to be an air conditioned light commercial vehicle (LCV) of minimum 2200 cc engine capacity having provision to seat 5 personnel and as per specifications mentioned in Appendix "C" of the NIT. The bid will stand rejected if the vehicle does not meet the specifications laid down in "Appendix C".
 - b) The vehicle to be deployed must be NEW i.e. registered on or after the date of Tender notice published by the Bank.
 - c) For the proposed vehicles, extant Emission norms as laid down by the Government (Presently BSVI) will be applicable.
 - d) The vendor must get all the modifications carried out and security fittings installed as

Relationship beyond banking

per Appendix "C" of the NIT. The vehicle will be deployed after Security Department of the Zone confirms and accepts the modifications / installations.

- e) The period of contract will be four years. However, annual review of the performance will be done by the Bank and if found unsatisfactory in terms of services rendered, non-compliance with statutory regulations or terms of tenders, the Bank may at its discretion terminate the contract at any point of time during the period of contract by giving 30 days advance notice.
- f) Contracted rate will be reviewed yearly. There will be no change in rate for first year from the date of physical deployment of the Cash van irrespective of the increase / decrease in fuel prices / other operational cost. Thereafter, at the time of yearly review, rate will be increased or decreased as under:
 - i) Change in rate will be considered only if the increase/decrease in fuel price as on the date of annual review is more than 10% as compared to the price of the fuel recorded on the date of contract / last annual review.
 - ii) In case of the increase/decrease in the fuel price being more than 10%, the increase or decrease in the monthly payable charges will be at 60% of the percentage increase / decrease in fuel price i.e. incase the increase or decrease in price of the fuel is 20%, an increase or decrease of 12% will be given in the monthly rate and proportionate increase or decrease in extra kilometer rate.
 - iii) Following example illustrates the proposed annual revision in rates :

Monthly charges payable for 2000 kms of monthly run : Rs.50000.00
 Extra kilometer rate $[(50000/2000)*.6]$: Rs.15.00 per km
 Price of Fuel on the date of contract/last annual review : Rs.100 per Litre
 Price of fuel as on the date of Review : Rs.120 per Litre
 Percentage increase in fuel Price : 20%
 Increase in monthly charges @ 60% of percentage increase in fuel price i.e. 60% of 20 i.e. 12% of Rs.50000 : Rs.6000.00
 Revised monthly consolidated charges : Rs.56000.00
 Revision in extra kilometer rate will be worked out as per the given formula in the NIT on the revised rate i.e. $[(56000/2000)*.6]$: Rs.16.80 per km.
 No increase in extra hour charges and overnight stay charges
 - iv) In case of drop in fuel price by more than 10%, the contracted rates will be revised and decreased as per the details mentioned above
- g) Rate of Fuel on the date of deployment shall be recorded in ink in the agreement without any over writing or cancellations. After each review, the revised rates shall be recorded in the agreement and the same will be duly re-signed by both parties.
- h) The bidder will undertake to provide the cash van services on all working days of the Bank. The Driving time and distance from the parking place / garage to the Branch/Currency Chest and back is to be excluded.
- i) Overnight parking of the vehicle will have to be arranged by the agency and Bank will not make any payment on that count.
- j) A log book will be required to be maintained for each vehicle where in details of movement of the vehicle with timings, places and distance is to be entered and got authenticated by

Relationship beyond banking

the Branch officials on daily basis. The log book will be the basis for calculation of extra kilometer run / overtime charges

- k) The bidder will be required to provide a mobile phone with a working connection with each cash van. The mobile phone will be kept in possession of the bank officials in the CASH VAN while the cash van is on duty. Monthly charges towards talk time of mobile phone shall be borne by the bidder.
 - l) All cash vans will be required to be provided with GPS installations from a single service provider. The credentials for logging in the GPS application will be provided to the Bank for its exclusive use and tracking. Charges for installation and annual plan will be borne by the bidder.
 - m) Payment of the toll tax will be made by the bidder and Bank will reimburse the same to them on monthly basis as per actuals against the receipts. In case of Fast tag, provision of fast tag will have to be made by the service provider and reimbursement of expenses will be done by the Bank based on the statement of account submitted along with invoice on monthly basis.
 - n) Payment of various charges and their periodicity has been clearly mentioned in the financial bid pro-forma and it will be strictly adhered to.
 - o) Submission of police verification report (PVR) of the driver must be ensured before physical deployment of the vehicle. The driver once deployed cannot be changed without prior intimation to the Bank. Submission of the PVR of the new driver as also for any driver sent as temporary reliever must be ensured.
17. The Bid will remain valid for a period not less than 180 days from the date of opening of the Financial Bid.
18. For any clarification, you may contact Bank's official on the details given below on all working days between 10:00 am and 5:00 pm.

Contact Person	:	Maj Arun Singh/Mr. Abhijit Deshmukh
Phone	:	0231-2641706
Mobile	:	7506260528
Email	:	_____

19. Bank reserves the right to reject any / all the tenders without assigning any reason whatsoever.

ELIGIBILITY CRITERIA

The mandatory requirements for empanelment are as follows:

Sr	Eligibility Criteria	Documents Required
1	The bidder Company / Firm should have been in the business of providing cash van services for the last three years as on_____.(Date of tender)	Order copies / any other proof indicating that the bidder is in the business since last 3 years on the date of eligibility.
2	The bidder should have been providing cash van services to at least one Public Sector Bank / Private Bank / RBI.	Relevant order copies and report of satisfactory services from the Bank/s for running contract(s).
3	The Service provider must have an average annual turnover of at least 25.00 lakh during the last three years.	Self-certified Balance Sheet and PL statement for last three financial years. Audited Balance sheet, in case the turnover so warrants.
4	The bidder should have own fleet of at least 05 Cash Vans operating under various running contracts.	List of vehicles with copy of Registration certificates of the cash vans in proof of ownership.
5	The bidder should have an office at the centre(s) mentioned in the NIT and a credible Supervisory Infrastructure.	Details of Branch / office at the centre(s) along with address and contact details of the supervisory officials. In case of office in owned premises, copy of any proof of ownership and in case of office being in a rented premises, a copy of proof of rent such as valid rent agreement to be provided.
6	The bidder should have drivers on their pay roll on each of their cash vans with valid driving license and their antecedents must be duly verified by the police. Sub-contracting of drivers will not be allowed.	List of Drivers along with their Police Verification reports to be furnished. Documentary proof such as recent EPF/ESI subscription statement/extract of the salary/wage payment record having names of employees for the last financial year duly certified by the bidder's auditor / self-certified (only in case the Turnover does not warrant Audited ITR), must be submitted.
7	The bidder should have required Statutory Registrations under shop & Establishment Act, Income Tax, GST, Contract Labour Act (Regulation & Abolition) 1970, EPF, ESI etc. (as applicable)	Copies of a) Registration certificates of the Company/Partnership firm/ Registration under Shop & Establishment Act for the proprietorship concerns. b) All other applicable registrations & certificates such as PAN, GST Certificate, Registration for EPF & ESIC etc.
8	The bidder should not have been debarred/blacklisted by any PSU/Bank during last three years	Declaration by the bidder duly signed by the authorized signatory and stamped

Date:

Seal of the firm

(Authorized Signatory)

APPENDIX "C"

TECHNICAL & SECURITY SPECIFICATIONS FOR THE LIGHT COMMERCIAL VEHICLE TO BE PROVIDED AS CASH VAN

The Cash Van shall be based on a vehicle necessarily meeting the following minimum specifications:

A. Make.— The cash van shall -

- (i) be an Air-conditioned Light Commercial Vehicle, with an engine capacity of not less than 2200 CC, preferably turbocharged;
- (ii) have tubeless tyres;
- (iii) have a ground clearance of not less than 190 mm; and
- (iv) accommodate minimum of five passengers.

B. Layout and other security features shall be as under:

a)	Cash van shall be fabricated on a light commercial vehicle having 05 doors (02 for front seats, 02 for middle seats and 01 at the rear for cash cage)
b)	All doors (except rear) to have glass window pane with regulators.
c)	All windows shall have 1" square thick wire mesh having 6" diameter circular firing slot spread across the window on lower side of the window.
d)	Front wind screen to have 1" square thick wire mesh, in two partitions to cover wind – shield from stone pelting.
e)	All doors to have door locking facility from inside & outside and the rear door to have internal (in built) lock making it inaccessible from outside. The rear door will also have L-drop with pad locking arrangement from outside.
f)	All doors to have independent locking system not connected with each other.(No central locking system)
g)	Cash cage to have fixed partition (half portion made of thick tin sheet and upper half to have 12mm square iron rod grill partition). In the front portion and a collapsible gate with double locking arrangement at the rear and folding rail at the ground.
h)	Rear door to have strong steps to board the boxes on the cash van
i)	Arrangement for seating shall have in addition to driver seat, Co-driver seat and Full length seat in the middle
j)	An alarm system having an inbuilt programmable GSM based auto-dialer facility with a panic switch each at co-driver seat, middle seat shall be provided. The same shall be connected directly with battery so that siren can be sounded even if vehicle is in 'off' position. The auto dialer will be fed with the numbers given by the including police authorities and shall be kept updated by the cash van service provider on required basis.
k)	The cash van will be installed with a NVR based CCTV system having three IR IP cameras covering the rear, front and the cash cabin areas with storage capacity to hold at least two weeks recording. The CCTV system should have adequate power backup facility to ensure that even if the power supply through the vehicle electrical system, if at all given, is switched off, the system functions for at least 30 minutes. The system must have the capability of remote viewing.

l)	All Cash Vans should be provided with GPS from a common service provider. All the charges for GPS will be inclusive in the monthly rental for cash vans. Credentials for using the GPS application shall be made available to the Bank for their exclusive use as an Administrator.
m)	A Mobile phone with a working service connection in the name of the vendor with outgoing call facility will be provided by the vendor and the same shall be with the Cashier for use in emergency while the cash van is moving from one place to other. All charges relating to it shall be borne by the vendor.
n)	One spare stepney shall always be carried along with the vehicle. This should not be kept inside the cash cage.
o)	One ABC type (stored pressure) Fire Extinguisher of minimum 1 kg capacity shall be provided in the vehicle.
p)	One first aid box with adequate first aid kit shall be fitted near driver's seat. Periodical change of the contents of the first aid kit to keep it usable will be ensured by the vendor.
q)	The cash van shall also be provided with an emergency light.
r)	All seats are to be provided with washable seat covers.
s)	The cash van shall be marked with "ON GOVERNMENT OF INDIA DUTY".
t)	Driver shall always have complete tool kit containing spare fan belts, air pump, Bulbs, jack & handle and tools to open wheels and required for minor repairs.
u)	Adequate numbers and length of box securing chains shall be provided in the cash cage firmly fixed with body of the vehicle.
v)	The driver of the cash van shall have police verification report and the same shall be applicable for relieving driver also.
w)	All original documents of cash van should carried by the driver on cash van while on duty.

Date

(Authorised Signatory)

Seal of the firm

APPENDIX "D"

Technical Bid

1	Name of the applicant firm	
2	Address of the Registered Office	
3	Address of local office	
4	Type of organization (Proprietorship / Partnership / Company)	
5	Name of the Proprietor/Partners/ Directors of Applicant with address and phone numbers	
6	Name of the Registering Authority with Date and registration number	
7	Details of GST Registration (Copy of GST Registration certificate to be enclosed)	
8	Details of Income tax assessment (copies of PAN & IT Returns of last three financial years to be enclosed).	
9	Agency's Turnover for last 3 years [Balance sheet & PL Statements(Audited if applicable else self-certified) to be submitted for last Three financial years.	Year I Year II Year III
10	If you are registered in the panel of RBI/PSB/ Private bank; Please furnish details	
11	No. of cash vans held by Agency	
12	Details of the running contracts with RBI / PSB/ Private Bank to include Name of organization, period of contract, value of contract, Names and contact details including contact No. and email ID of the concerned authorities etc.	Yes/No (Details of PO / contract to be attached)
13	Details of the LCV being offered as cash van	Make – e.g. TATA / Mahindra Model – Engine Capacity -

Date:

(Authorised Signatory)

Seal of the firm

Appendix 'E'

DECLARATION

1. 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 future contract made between me/ourselves and Bank of India, 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
2. All the information furnished by me/us hereunder is correct to the best of my knowledge and belief
3. I/we agree that I/we have no objection if enquiries are made about the service extended by me /us to other organizations as mentioned in the technical bid.
4. I/we agree to pay all the taxes/insurance/statutory charges as levied by local authorities,
5. I/we agree to maintain the vehicle in good condition at all times.
6. I/we agree to get the antecedents of the driver verified through the Police Dept before actual deployment.
7. I/we agree to modify the vehicle as per the Bank's specifications mentioned in the NIT and as per existing and future government guidelines if so prescribed.
8. I/We agree to keep the Bank indemnified against all penalties claims and liabilities of any nature for any violation of the Statutory Provisions, Rules and Regulations etc, incident / accident of any nature connected with the cash van and its services.
9. I/we agree to the condition that there will not be any increase in charges of the cash van during the first year of the contract. Subsequent revisions shall be done once in a year and the rates shall remain binding for one year till next revision.
10. I/we agree to enter into formal agreement as per Bank's format.
11. I/We agree that I/We will use the confidential information, if any, pertaining to the Bank only for the specific purpose for which it has been shared. Any other use of confidential info by disclosing the same to a third party will only be made by me/us or our employees engaged in providing cash van services with the permission of the Bank which will be in the form of written consent by the competent Bank authority. I/we shall be liable for violation of the commitment on non-disclosure of information.

Date

(Authorised Signatory)
Seal of the firm

DRAFT OF AGREEMENT

This Agreement made at _____ this day of _____ 20__ BETWEEN BANK OF INDIA a body corporate constituted under the Banking Companies (Acquisition and transfer of undertaking) Act 1970 having its Head Office at Star House C-5 G Block Bandra Kurla Complex Bandra (East) Mumbai 400051, and having, among other Zonal Offices, its Zonal Office at _____

_____, herein after referred to as Bank (which expression shall unless excluded by or repugnant to the context be deemed to include its successor in interest and assigns) of the ONE PART

AND

M/S _____, having its head office at _____ and an office at _____, herein after referred to as the **Service Provider** (which expression shall unless excluded by or repugnant to the context be deemed to include its successor in interest and permitted assigns) on the OTHER PART

WHEREAS

Bank of India, _____ Zone desires to avail the services of the Service Provider for provision of “_____ (Nos) **Secured Cash Van/s with Driver for Cash in Transit services**”. For the purpose, the Bank invited offers from the agencies who have requisite infrastructure and capability to provide services of secured cash vans with driver. In response to Bank’s request, the Service Provider has submitted its offer and has represented that it is engaged in the business of provision of Cash Van services and the Service Provider had further represented to Bank that it has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to provide required and related support services to Bank. Relying on representations of the Service Provider and other applicable criteria, the Service Provider was declared the successful Bidder in the OFFER evaluation process.

Accordingly, Bank had issued the work Order for providing services of _____ Nos. of cash vans with drivers which was duly accepted by the service provider.

It was one of the conditions of the Tender/PO that Bank will execute an Agreement with the Service Provider which shall include the scope of all the services and terms and conditions of the Services to be extended as detailed herein, and which will be valid for a period of _____ years w.e.f. _____ to _____ for the purpose of provision of cash van services on the terms and conditions mentioned hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. Services and Charges

- 1.1 The Agency agrees to provide as requested by the Bank, _____ Cash vans along with driver. This/These cash van/s shall be used as per Bank's requirement for cash transit purposes.
- 1.2 The Cash Vans shall be placed at the time and place appointed by the Bank fully equipped

and fit to perform duties. Timings and place will be specified by the Branch where the cash van will be deployed. The Bank reserves the right to change the centre of deployment depending upon its requirement at any time during the period of contract.

- 1.3 The drivers should carry tamper proof photo identity cards issued by the Service Provider and wear the prescribed uniform. A copy of the police verification report will be provided to the bank in respect of all drivers provided by the Service Provider. It will be the responsibility of the Service Provider to ensure that the drivers follow all the rules and regulations laid down by the RTO authorities.
- 1.4 At no point in time during the prescribed duty Hours, will the driver/s leave his/ their place of duty. The Service Provider shall arrange to send a relief/substitute who shall also be a person duly verified by the police.
- 1.5 The price of fuel (Diesel/CNG strike out the one not applicable) used by the cash van at the centre _____ (where Zonal Office is located) is Rs __ Per Litre/KG as on the date of deployment i.e. on -__ (Date)__.
- 1.6 The Agency agrees to provide Cash vans at the following centres on rates mentioned against these:

Ser	Name of Center	No. of Cash Vans	Fixed monthly Km run	Fixed Monthly rate	Extra kilometer rates	Extra hours rate	Overnight stay rate per night

*All the rates are in INR and are exclusive of GST which will be as applicable.

- 1.7 Fixed Monthly rate and extra kilometer rate will be reviewed annually. Rates will remain fixed during the first year of contract and no increase/decrease in contracted rates will be given during the first year. The fuel price mentioned above will be the basis for first review of rates. Increase/Decrease in Fixed monthly and extra kilometer rates will be made at annual reviews only if the fuel price has increased/decreased either way more than 10% from the date of contract/increased or decreased rate at last annual review.
- 1.8 In case of the increase/decrease in the fuel price being more than 10%, the increase or decrease in the monthly payable charges will be at 60% of the percentage increase / decrease in fuel price i.e. in case the increase or decrease in price of the fuel is 20%, an increase or decrease of 12% will be given in the monthly rate and proportionate increase or decrease in extra kilometer rate.
- 1.9 Overtime charges per hour will be payable for usage of the cash van over and above 8 working hours in a day. Count of working hours will start from and end at the Branch of deployment. Duration of run from/to garage is excluded. A maximum of 4 extra working hours will be Payable in one working day.
- 1.10 Overnight stay charges will be payable only if the cash van has stayed outstation overnight

on official duty. Overtime charges will not be payable for both the days, if overnight stay charges are being claimed for the intervening night.

1.11 There will be no change in extra hour rate and overnight stay charges during the entire period of contract.

1.12 The Service Provider shall provide Fast Tag on each cash van. Reimbursement of toll charges will be made by the Bank on monthly basis against the statement of fast tag account / receipt of payment so made.

2. Relationship

It is agreed and understood by the parties that NEITHER the Service Provider NOR any of the personnel engaged by the Service Provider for the purpose of the service (including its owner(s), director(s), partner(s), employee(s) and representative(s) shall have employee employer relationship with the bank.

3. The Service Provider 's representations, Undertakings and Covenants:

- 3.1 The Service Provider represents that it will comply with all legal requirements (including statutory & regulatory requirement) and obtains such licenses, approvals and consents, if any, prescribed/required under any law/rules/regulations, and keep them valid.
- 3.2 The Service Provider represents that it is adequately equipped, in terms of infrastructure, manpower and expertise to provide the Services and undertakes to provide the services all the time during the period of this agreement.
- 3.3 The Service Provider agrees that the personnel including its Owner(s), director(s), partner(s), employee(s) engaged by the Service Provider in relation to the Service will be the sole responsibility of the Service Provider as to their costs and consequences arising out of their engagement or conduct. It is understood that the Bank shall not be liable to pay any remuneration or compensation to the Service Provider or any of the personnel (including its owner(s), director(s), partner(s), employee(s) and any representatives) engaged by the Service Provider in relation to the service except the fee payable to the Service Provider.
- 3.4 The Service Provider shall maintain up-to-date record of all drivers as per relevant acts/Laws/Rules/Regulations and will discharge all obligations under various labour laws viz. EPF Act, ESI Act, Gratuity, Bonus Act, Workmen's Compensation Act, Contract labour (Regulation & Abolition Act) etc. or under any other State/ Union Legislation in respect of drivers/guards engaged by them.
- 3.5 The Service Provider shall take full responsibility of all acts of commission and/ or omission by their drivers or any injury or mishap caused during the course of transport or during rendering the services and will meet all liabilities arising out of such situations.
- 3.6 The service provider shall change the driver immediately on instructions from the Bank if the performance of a particular driver is not acceptable or found physically/medically unfit and the decision of the Bank shall be final in this regard.

Relationship beyond banking

- 3.7 The Service Provider shall be absolutely responsible for the payment of Salary, all other statutory obligations for drivers (or their dependents), on account of salary/ wages, bonus, arrears, employment/termination benefit, compensation or other claim whatsoever under Workmen Compensation Act or any other law and the Bank shall have no connection in relation to such matters.
- 3.8 The Service provider undertakes that in case of any mishap/ injury sustained by the Driver of whatsoever nature (minor/major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, to its employees or to any third party on that count will be that of the Service Provider and not of the Bank.
- 3.9 The Service Provider also undertakes that if for any reason, compensations, costs, etc, are paid by the Bank, the same shall be reimbursed by the Service Provider to the Bank without any demur, with interest at the rate as applicable for clean advances prevalent at the time of the such reimbursement.
- 3.10 In the event of theft, robbery, dacoit or pilferage of the Bank property or materials, the Service Provider shall actively assist the Bank in the investigation of the case and if negligence/ collusion of driver or any of their employees, is established, such loss due to theft etc. is to be made good by the SERVICE PROVIDER. Service Provider agrees to indemnify such loss, irrespective of the fact that such risk might have been insured.
- 3.11 The Service Provider undertakes to furnish the names and permanent and local Addresses of the drivers and relieving drivers being posted for the above purpose from time to time along with their latest photographs and thumb impression / signatures.
- 3.12 The Service Provider shall furnish the proof of having paid the wages, Provident fund contributions and other legal liabilities to the driver(s) engaged by them, within one week of the disbursement of wages to them.
- 3.13 The Service Provider hereby expressly agrees to indemnify the Bank and it's officials and keep the Bank and it's official indemnified against all loss, liability or obligation arising out of its conduct or that of any of the personnel (including its owner(s), director(s), employee(s) and representative(s) in connection with the service and this agreement.
- 3.14 The Service Provider shall take and service the policy of Fidelity insurance of Rs 1.00 Crore in respect of cash in transit and crew as per law. It should also provide a comprehensive 3rd party insurance for the cash van at its own cost and furnish a copy to the bank.

4. **The Bank's Covenants**

- 4.1 The Bank shall, in consideration of the services rendered, pay to the Service Provider charges indicated in the agreement.
- 4.2 The charge payable is all inclusive and no other expense would be reimbursed to the SERVICE PROVIDER. **Rates include all other taxes, levies, cell phone charges, fuel charges, insurance premium/ salaries/ wages to the driver, GPS charges. Rates are exclusive of GST. Toll Tax will be reimbursed on actual basis.**

- 4.3 The Bank shall not be liable to pay to the Service Provider any amount (whether by the way of compensation, remuneration, reimbursement or otherwise), other than the fees as mentioned in the agreement, in relation to the service provided by Service Provider.
- 4.4 The distance will be calculated from Nodal Branch Office/ Currency Chest only. Distances covered from SERVICE PROVIDER's depot or overnight parking place to the Initial reporting point/ Nodal Branch Office/ Currency Chest and vice versa will not be included. Similarly, any meterage spent for repairs etc. or any other work not assigned by the controlling/ Designated Officer of the Bank will be EXCLUDED. A proper logbook will be maintained for each Cash Van. Each page will be initialed by the driver of the Service Provider and designated officer of the branch/ currency chest. Monthly summary will be signed by the Branch Incumbent and Authorized Officer of the Service Provider and presented to the Paying authority along with the Monthly Bill.
- 4.5 Overnight parking charges shall not be admissible to the vendor and Bank shall not be liable or responsible for providing parking space of any kind.
- 4.6 Delays on account of breakdowns due to external events such as accidents, road blocks, unusual traffic jams or work assigned by the vendor will be EXCLUDED while working out the total hours done. Time of reporting and time of dispersal will be recorded daily and initiated by the Designated Official of the branch/ currency chest for cash remittance.
- 4.7 Payment will be made by the Bank within 7 working days of the presentation of the Bill. There will be no enhancement in rates/charges during the validity period of the present agreement except for the increase / decrease in the rates after annual review as mentioned above in the agreement.

5. Non-Exclusive Agreement

It is expressly agreed and understood between the parties hereto that this agreement is on non-exclusive basis and the Service Provider does not have any exclusive right to provide the said services set out herein to the Bank and that the Bank is free to engage as many companies/ firms, whether similar or otherwise, to provide such services and enter into agreements with any other person, Firm, Company, Organization, as may be deemed fit by the Bank.

6. Publicity

The Service Provider, its employees, representatives etc. shall not use the name, trademark and/or logo of the bank in any sales or marketing publication or advertisement or in any other manner.

7. Non-Disclosure clause

- 7.1 The Service Provider and its employees will not publish or disclose to others, nor, use in any services that they perform for others, any confidential or proprietary information belonging to the Bank, unless the Service Provider has first obtained the Bank's written Authorization to do so;
- 7.2 The Service Provider agrees that notes, specifications, designs, memoranda and other data shared by the Bank or prepared or produced by the Service Provider for the purpose of submitting the offer to Cash Van service, will not be disclosed to during or subsequent to submission of the offer to the Bank, to anyone outside the Bank;

- 7.3 The Service Provider and their employees shall in no way disclose the details of the cash in transit service or any details pertaining to the Bank's Branches / Currency Chests, cash in transit details, details of the modes/measures/processes related to the services being provided to any third party for whatsoever reasons. The service provider shall be liable for any loss / damage caused to the Bank owing to any such disclosure by any of their employees.

8. Penalty Clauses

In case on any day/during the period of the agreement, the Service Provider fails to provide the cash van and/ or Driver, the Bank will remit the cash under own arrangements, and double the pro rata charges will be debited from Service Provider's monthly bill for number of days the cash van is unavailable. In case of delayed reporting of the cash van for more than 30 minutes from the scheduled time of commencement of services on a day, Rs.1000.00 will be levied as penalty and the same shall be recovered from the monthly bill of the service provider.

9. Termination of the contract

The Bank shall have a right to terminate this agreement for convenience any time without assigning any reason whatsoever with 30 days' advance notice. On such termination, the Bank will have right to get service from other Agencies or make such alternate arrangements, as it deem fit without any hindrance. In case of default, non-performance or unsatisfactory performance or deficiency in service by the Service Provider, the Bank reserves the right to terminate the contract with or without any advance notice. In such a case, the Service Provider shall be liable to forfeiture of the performance guarantee / security deposit in addition to recovery of an amount as determined by the Bank for the damages suffered by the Bank out of the amount from the payables and/or recovery of such dues by the Bank by taking recourse to any measure as deemed fit. The Bank also reserves the right to debar the agency from participation in any tendering process of the Bank for next three years for such defaults.

10. Force Majeure

The service provider shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond their control, i.e., Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the Service Provider, resulting in such a situation. In the event of any such intervening Force Majeure, the service provider shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Service Provider shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. In such a case, the time for performance shall be extended by a period/s not less than the duration of such delay. Notwithstanding above, the decision of the Bank shall be final and binding on the PSA.

11. Continuation of Service

In the event of expiry / termination of contract the Service Provider agrees to continue its service on the same terms and conditions and remuneration till appointment of new Service Provider by the bank.

12. Arbitration and dispute

- 12.1 This agreement shall be governed by the laws in India and shall be subject to jurisdiction of Courts in _____ (State Capital of Location of ZO).
- 12.2 The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Service Provider have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- 12.3 All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Service Provider. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties.
- 12.4 The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the **venue of the arbitration shall be Bank of India, Kolhapur Zonal Office.**
- 12.5 However, notwithstanding anything stated in this clause, the Bank, may, at its discretion, opt not to subject the disputes to the Arbitration and in such case, this clause will become void.
- 12.6 The Service Provider notwithstanding the dispute shall continue to provide the services on same terms and conditions, till the Resolution of Dispute.

Signed for and on behalf of
BANK OF INDIA by its
Constituted Attorney

Duly authorized in that behalf
In the presence of

Signed for and on behalf of

In the presence of

APPENDIX "G"

<u>FINANCIAL BID</u>								
1	Name and address of the applicant							
2	Monthly rental for providing one AC _____(Make & Model) based cash van with necessary security fittings and GPS as per Bank's requirement with driver for _____ kms per month. [PAYABLE MONTHLY]	Rs _____ per month ^{\$}						
3	<p>Per km rate over and above annual run of _____ kms (Monthly Kms x12) kms</p> <p>Note – Payment for extra kilometer run will be made on annual basis for the number of kilometers the cash van has run beyond annual run of ____ kms. [PAYABLE ANNUALLY] Count of kilometer run will start from and end at the Branch of deployment, on daily basis. Daily run from / to garage will be excluded)</p>	<p>The rate^{\$} will be based on monthly kilometer run & the rate mentioned at para 2 above. It will be worked out as under:</p> <table><tr><td>Monthly rental</td><td>60</td></tr><tr><td>-----</td><td>X -----</td></tr><tr><td>Monthly Kms</td><td>100</td></tr></table>	Monthly rental	60	-----	X -----	Monthly Kms	100
Monthly rental	60							
-----	X -----							
Monthly Kms	100							
4	<p>Overtime charges per hour over and above 8 working hours.</p> <p>(Count of working hours will start from and end at the Branch of deployment. Duration of run from / to garage is excluded. A maximum of 4 extra working hours will be Payable in one working day.) [PAYABLE MONTHLY]</p>	Fixed Rs. 80.00 per hour ^{\$}						
5	<p>Overnight stay charges @ Rs. _____ per night.</p> <p>(Payable only if the cash van has stayed outstation overnight on official duty. <u>Overtime charges will not be payable for both the days, if overnight stay charges are being claimed for the intervening night.)</u> [PAYABLE MONTHLY]</p>	Rs. 600.00 per night ^{\$}						

^{\$} *The above rates shall be exclusive of GST.*

Bank will not pay any other charges / tax / cess / duty than mentioned above.

Reimbursement of toll charges will be made on actuals basis monthly against submission of proof of payment. Fast Tag will be procured and maintained by the bidder.

L-1 will be worked out on the basis of rate quoted in para 2 above.

For requirement of more than one cash van in the NIT, if the monthly kilometer run varies, separate financial bid proforma is to be used for each offer.

Date:

(Authorised Signatory)

Seal of the firm