



**बड़ौदा उत्तर प्रदेश ग्रामीण बैंक**  
**Baroda Uttar Pradesh Gramin Bank**  
प्रधान कार्यालय, ए-1, सिविल लाइंस, रायबरेली

**REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT AND  
AWARDING RATE CONTRACT FROM AGENCIES OF REPUTE  
FOR PROVIDING SMALL CASH VANS AC SERVICES AT  
DIFFERENT BRANCHES OF BARODA UTTAR PRADESH  
GRAMIN BANK.**

**Postal Address**

**BARODA UTTAR PRADESH GRAMIN BANK  
HEAD OFFICE  
A-1, Civil Lines, Raebareli(UP)  
TEL : 0535-2203606, 2702075**

**RFP Reference:**

**BUPGB/2018-19/ Tender/Cash Vans**

**Date of Issue : 01.01.2019**

**General Manager**

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**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT AND AWARDING RATE CONTRACT TO AGENCIES OF REPUTE FOR PROVIDING CASH VAN AC SERVICES AT BRANCHES OF BARODA UTTAR PRADESH GRAMIN BANK**

Baroda Uttar Pradesh Gramin Bank intends to outsource 28 small type Cash Vans (AC) as per details given in Annexure VIII, at various branches situated in Uttar Pradesh. Cash Vans (small) is as per specifications mentioned in **Annexure I** along with Driver, two Armed Guards and loader for safe transportation of cash to and fro by Branches / Currency Chests at their centers referred herein. It is the responsibility of the Service Provider to arrange for all required consumables for the vehicles, its repairs / maintenance during prevalence of contract. The quantity of cash vans mentioned above is tentative and the actual number may increase or decrease depending upon the requirement during the contract period.

The empanelment shall be for a period of three years from 01 April 2019 which will be reviewed yearly based on the performance and it will be at the sole discretion of the Bank, unless terminated by the Bank at its own convenience by giving a prior notice of 30 days in writing to the firms without assigning any reason(s) and without any cost(s) or compensation therefore.

Prospective service provider may download the RFP document from the Bank's website [www.barodagraminbank.com/tenders](http://www.barodagraminbank.com/tenders). RFP downloaded from website shall accompany the Banker's Cheque / Demand draft of Rs 1000.00 (Nonrefundable) along with the Technical Bid.

**[A] Important Dates:**

Date of commencement of tender	01/01/2019
Date of Pre-Bid Meeting	15/01/2019 11:30 AM
Last Date and Time for submission of Technical bids	29/01/2019 2:00 PM
Time and Date of Opening of Technical bids	29/01/2019 3:00 PM
Earnest Money deposit	Rs 5.00 lac

**[B] Important Definitions:-** Following terms are used in the document interchangeably to mean:

1. Bank, BUPGB means "Baroda Uttar Pradesh Gramin Bank".
2. HO means Head Office of Baroda Uttar Pradesh Gramin Bank.
3. RFP means this "Request for Proposal Documents"
4. Recipient, Respondent and Bidder, Vendor, means "Respondent to the RFP Document".
5. Tender means RFP response documents prepared by the Bidder and submitted to Baroda Uttar Pradesh Gramin Bank.

Service providers fulfilling the specified requirements may submit their Bids as required so as to reach us latest on 29/01/2019 by 2:00 Pm at the following address-

**The General Manager  
Baroda Uttar Pradesh Gramin Bank  
Head Office  
A-1, Civil Lines  
Raebareli(UP)-229001**

### **Pre-Bid Meeting-**

A Pre bid meeting to clarify any point will be held on 15/01/2019 at 11:30 am at following address of Head Office.

**Baroda Uttar Pradesh Gramin Bank**  
**Head Office**  
**A-1, Civil Lines**  
**Raebareli(UP)-229001**

Prospective bidders are requested to submit their points for clarification during pre-bid meeting at under mentioned email address latest by 11/01/2019 within office hours before 4 pm.

(a) pe.ho@barodauprrb.co.in

(b) ho@ barodauprrb.co.in

Further "**Addendum**" /"**Corrigendum**" shall be issued on Bank's website only and bidder has to refer the same before final submission of the Tender.

Bidders to visit Bank's website / tender section till the last date of submission for update, if any.

### **Confidentiality:**

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Baroda Uttar Pradesh Gramin Bank expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. In the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

**Please note that initially only the Technical Bids would be opened. Financial Bids of only those service providers who qualify in the technical bid will be opened.**

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT AND AWARDING RATE CONTRACT TO AGENCIES OF REPUTE FOR PROVIDING SMALL CASH VAN AC / NON AC SERVICES AT DIFFERENT BRANCHES / OFFICES OF BUPGB**

**TERMS & CONDITIONS**

**1. SCOPE OF WORK**

Baroda Uttar Pradesh Gramin Bank intends to outsource small Cash Vans(AC), 28 as per details given in Annexure VII, at various branches situated in Uttar Pradesh. Cash Vans (small) is as per specifications mentioned in **Annexure I** along with Driver, two Armed Guards and loader for safe transportation of cash to and fro by Branches / Currency Chests at their centers referred herein. It is the responsibility of the Service Provider to arrange for all required consumables for the vehicles, its repairs / maintenance during prevalence of contract. The quantity of cash vans mentioned above is tentative and the actual number may increase or decrease depending upon the requirement during the contract period.

The contract shall be for a period of three years from 01/04/2019 which will be reviewed yearly based on the performance and it will be at the sole discretion of the Bank, unless terminated by the Bank at its own convenience by giving a prior notice of 30 days in writing to the firms without assigning any reason(s) and without any cost(s) or compensation therefore.

Upon selection the Agency shall be allotted Branches depending upon their area of operation & service network. Concerned Agency will have to enter into an agreement (as per the format decided by the bank) with Baroda Uttar Pradesh Gramin Bank. New Agency to start the work w.e.f. **01 /04/2019**.

**Awarding Rate Contract-**

**L-1 will be decided on Total Package Cost for Three Years for all the Cash Vans to be deployed in the Bank**, as given in Commercial Bid (Annexure VII). Bank may split the work among L1 & L2 in ratio of 60:40 or in ratio of 60:20:20 amongst L1, L2 & L3, if L2 & L3 agree to carry out the job at the rates of L1.

The Security Deposit, either in whole or in part thereof, shall be forfeited in the event of the Agency's failure to observe any terms of this RFP or subsequent agreement / or non-compliance with the conditions of the Contract or refusal to do the work after issuance of work order.

**Allocation of Regions / Branches-**

After selection, the Agency shall be allotted respective Regions/Branches depending upon their eligibility and service network. The decision of the bank for allotment of work shall be final and no representation shall be entertained. Concerned Agency will have to enter into an agreement (as per the format decided by the bank) with the BUPGB. The process is to be completed prior to commencement of work.

## **2. EARNEST MONEY DEPOSIT (EMD)**

EMD of Rs 5.00 lacs shall be given with the offer. This shall carry no interest and shall be retained by the bank. EMDs of unsuccessful bidders will be returned after finalization of Tender process and award of work. EMD submitted by successful bidder shall be converted / adjusted as Security Deposit. In case of withdrawal by successful bidders, they will be liable for forfeiture of EMD.

## **3. SECURITY DEPOSIT**

The vendors identified for providing cash van services shall be required to keep a security deposit equivalent to two month rate (of total cash vans deployed in the bank) for the duration of the contract. Additional amount as Security Deposit would be required to be made for additional work orders for cash vans whenever made after the initial order. The security deposit shall be kept with the bank on lien as interest bearing Fixed Deposit. Successful bidder to submit security deposit within 15 days of issuance of work order by the Bank.

The Security Deposit in the form of Bank Guarantee / FD from a Nationalised Bank shall be accepted. Hence, at the time of submission of RFP; bidder has to submit EMD by way of DD / Bank's Cheque. The Security Deposit, either in whole or in part thereof, shall be forfeited in the event of the Agency's failure to observe any terms of this Contract / or non-compliance with the conditions of the Contract

## **4. TERMS OF EXECUTION OF WORK**

The services of cash vans would begin **01/04/2019** . Any delay in providing services of the cash vans over the stipulated period will attract penalty of 1% of the contract value per week subject to maximum of 10% of the contract value (3 years). All new orders will be complied with, within 60 days after the date of placement of order.

Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the service provider. Part of week will be treated as a week for this purpose. However, the Bank may condone the penalty for delay of less than a week. The decision to further continue/ discontinue the contract with the service provider lies fully with the Bank.

In case the cash vans, being deployed for duty, fail and the complaint is received by service provider, the cash van must be made functional within 24 hrs of the complaint.

When cash vans and armed guards are not provided on any working day, a penalty of 5% of the monthly rate per day would be applied for such periods. Cash Vans will not be accepted on duty in the absence of armed guards. However, in exceptional cases, if the cash vans are engaged for the day and Bank's armed guard / outsourced armed guards are deployed in the cash van, by the branch, a penalty of 1% of the Monthly Rate per guard per day will be levied.

If at any point of time, vendor is found to be rendering inferior services not confirming the prescribed Technical specification and unsatisfactory services in terms of the provisions of the tender, Bank shall initiate steps for blacklisting of firm with information to all PSU Banks /RRBs/ RBI / IBA.

**FALL CLAUSE** – At any point of time if it is observed that the vendor is supplying to other Banks/financial institutions/firms similar material/services at lower rates than offered to Baroda Uttar Pradesh Gramin Bank, then the vendor shall have to compensate the Baroda Uttar Pradesh Gramin Bank by paying the difference amount and downward revise the rate of respective item / services with immediate effect.

## **5. SUBMISSION OF TENDER DOCUMENTS**

The tender document should be submitted in **three separate envelopes (First containing Offer Letter with EMD, Second containing Technical Bid and Third containing Financial Bid)** properly sealed and clearly marked / super scribed as the case may be. **Please note to submit Financial Bid in separate sealed envelope. If Financial Bid is not submitted in separate envelop the Tender will be rejected.**

**ENVELOPE No.1** The envelope containing Offer Letter shall be super scribed **“OFFER LETTER for Outsourcing of Cash Vans AC by Baroda Uttar Pradesh Gramin Bank”**

and shall contain the following :-

- (i) Offer letter.
- (ii) Earnest Money Deposit amount through Demand Draft / Banker's Cheque for Rs. 5.00 lacs favour of Baroda Uttar Pradesh Gramin Bank, payable at Raebareli.

**ENVELOPE No.2** The envelope containing Technical Bid shall be super scribed, **“TECHNICAL BID for Outsourcing of Cash Vans AC by Baroda Uttar Pradesh Gramin Bank”** and shall contain the information as per the preformat **“TECHNICAL BID PARAMETRES ”** along with copies of the required documents. **It should not contain any price information. If it contains price information your tender will be rejected.**

**ENVELOPE No.3** The envelope containing Financial Bid shall be super scribed **“FINANCIAL BID for Outsourcing of Cash Vans AC by Baroda Uttar Pradesh Gramin Bank”** and shall contain the rates for Outsourcing of Cash Vans at Baroda Uttar Pradesh Gramin Bank to be submitted only in the format given in the Tender Document. **Any other format shall not be acceptable.**

The sealed tenders should reach above address latest **by 2:00 PM on 29<sup>th</sup> January, 2019**  
The Technical Bids would be opened on **29<sup>th</sup> January, 2019 at 3:00 PM**. Bidders may remain present during the opening process. Financial Bids shall be opened on a later date, of only those, whose Technical Bid is accepted. A separate intimation of opening of Financial Bids would be sent to the technically successful bidders.

**All pages of the Tender Document including attachments will bear seal and signature of the authorized signatory.**

## **6. VALIDITY PERIOD OF THE OFFER**

The offer should remain valid for 180 days from the date of opening of Price Bid.

## **7. TECHNICAL BID**

The Technical Bid should be complete in all respects and contain all information required in the document. It should not contain any price information. However, Technical Bid should confirm that all required particulars have been quoted in the Financial Bid, without showing the actual amounts in the Technical Bid. It must be ensured that all details asked in the Technical Evaluation para. No. 15 are included in the technical bid.

It is mandatory to submit the technical details duly filled in along with the offer. In case of non-submission or partial submission of technical details, the Bank, at its discretion, may not evaluate the offer. The Technical Bid must be submitted in an organized and structured manner. No brochures / leaflets etc. should be submitted in loose form.

The Technical Bid should comprise of the following:-

- I. Covering letter on the prescribed format (Annexure-II)
- II. Technical Bid Parameters complete with all the columns filled in with Photocopies of required certificates / documents/proof/P & L & Balance sheets, Copies of order executed etc. as mentioned in Evaluation criteria (Annexure-III).
- III. Technical Evaluation para. No. 15 are included in the technical bid.
- IV. Declaration by the service provider (Annexure-IV).
- V. Specifications of Small Cash Van .....Annexure I.

## **8. FINANCIAL BID**

The rates quoted should be only in Indian Rupees and strictly as per the format given as Annexure VII. The cost of the Cash Van Services for three years based on total value of the quoted rates will be considered for evaluating the financial bid as per Annexure VII:-

### **(a) Small Cash Van AC**

- (i) Charges per month for one Small Cash Van AC along with the driver, two armed guards (preferably ex- servicemen) and a loader performing duties for 8 hrs daily on all working days for 1500 km / 2000 km / 2500 km for TATA / Mahindra / Bajaj or equivalent chassis.
- (ii) Charges for providing Small Cash Van AC / NON AC for 8 hrs per Sunday / Holiday (on specific requirement)
- (iv) Charges for outstation Night Halt with crew per night (on specific requirement)

### **(b) Common Services**

- (i) Charges per additional km of running Small Cash Van AC.

**9. GENERAL INSTRUCTIONS & CONDITIONS**

- (a) Please read the terms and conditions carefully before filling the proposal.
- (b) Please sign all the pages of the RFP including each page of the proposal form including Addendum, if any.
- (c) There should be no cutting / over writing. The cutting / over writing, if any, should be duly attested.
- (d) Based on service reports, allotted branches may be changed/ Vendor disqualified
- (e) **If the services of Vendor has not been found satisfactory, in the past, their offer will be rejected / disqualified.**
- (f) The bidder /service provider should have their branch office in the operational area of the Bank with a land line connection on their name as proof of address.
- (g) The Bank reserves all rights to:
  - (i) Accept or reject the proposal(s) without assigning any reason whatsoever.
  - (ii) Cancel or withdraw this RFP.
  - (iii) Accept or reject any deviation from these conditions

**10. NO ERASURES OR ALTERATIONS**

Technical / Commercial details must be completely filled up. The corrections or alterations, if any, should be authenticated. In the case of the corrections / alteration are not properly authenticated, the offer will be rejected.

**11. NO PRICE VARIATIONS**

The Financial Bid shall be on a fixed rates basis.

**12. OPENING OF BIDS**

The Technical Bids will be opened **on 29/01/2019 at 3:00 pm**. Service provider/ their authorized representatives may remain present during the process of opening of technical bids. No separate intimation will be given in this regard to the service providers for deputing their representatives. **Tender received after 2:00 PM on 29/01/2019, by any mode, will not be accepted.**

**13.EVALUATION PROCESS** : Technical Bids will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the tender document. Financial Bids of only those Service providers who qualify in the technical evaluation will be opened.

Bank reserves the right to reject a tender under any of the following circumstances:-

- (i) If Cost of tender and /or EMD is not submitted
- (ii) If Tender Documents are incomplete and /or not accompanied by all stipulated documents.
- (iii) If any of the terms and conditions and mandatory declarations are not accepted.
- (iv) If required information with appropriate documents in support of the same is not submitted as per **Annexures**.
- (v) Agency should have been in the business for minimum **3 years**. This period of -3- Years in business should have been completed on the date of application. Proof for previous three years for services provided to RBI/ Financial Services and should submit report of satisfactory service from them.

#### 14. **EVALUATION CRITERIA**

##### (a) **Mandatory Technical Evaluation**

The bank will consider the following mandatory criteria for evaluating the technical bids of the submitted tenders:-

<b>Sr. No.</b>	<b>Criteria</b>	<b>Documents required</b>
(i)	The service provider should have experience of successfully undertaken cash van services for <b>RBI/Banks/ Financial Services</b> for last 03 (Three) years as on the Date of Submission of the Tender.	Work order copies issued by the organizations and Certificate / letter stating about the satisfactory performance of the cash van services being supplied.
(ii)	Valid Registration for GST, Income tax, PF, ESIC & RTO	Supporting Documents like license / permits / NOC / tax clearance certificates etc for such registrations
(iii)	The service provider must meet the declarations specified.	Refer Annexure -V
(iv)	The service provider should have branch offices at our operational area Location with Landline connection	List of Branch offices with Telephone bill proof. (The telephonic connection should be in the name of Agency / Owner of the Agency)

(v)	The service provider for Armed Guards should be registered with State Govt. for Armed Guard services	State registration as per PSARA Act 2005 A service provider should have valid PSARA Licence for the states where the cash Van is to operate. Service providers who have applied for the renewal of their existing PSARA Licences will be considered eligible for participating in the tender, However those service providers who have applied for the PSARA for the first time but have not received it at the time of going for the tender will not be eligible to participate in the tender.
(vi)	The service provider should be registered with the Police & State regulators as per the relevant orders in respect of cash van services	Police license and registration letter wherever applicable.
(vii)	Adequacy of fleet owned by the Agency to meet 50% fleet of total requirement of Bank	List of Cash Vans held by the Agency
(viii)	Work Experience	Must have successfully provided 15 Cash Vans to RBI/Banks/Financial Institution in last three years as on Date of Submission of the bid. List of Cash Vans with Service Reports and Reference Persons to be attached.
(ix)	Annual Turnover Criteria (in Rs)	For 10 to 15 Cash Vans = 0.70 Crore For 15 to 20 Cash Vans = 1.05 Crore For above 20 Cash Vans = 1.40 Crore
(x)	Statement of profit and loss account for last 3 financial year duly signed by CA to be attached. (2017-18) (2016-17) (2015-16)	The Company should be profit making company.

#### **15. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers at any stage without assigning any reasons whatsoever.

## **16. PAYMENT TERMS**

The terms of payment are as under:-

No advance payment against work order.

- (i) Payment of bills will be made by the concerned Regional Office after receiving the consolidated monthly bills from Service Provider having duly verified by the respective nodal branches, within 07 days of submission of such bill.
- (ii) Payment for additional kilometers will be calculated on a monthly basis cumulatively for all cash vans operating in the Region and stated in the consolidated monthly bill.

### **Terms of payment for Temporary Cash Van :-**

If January 2019 vintage cash van is not immediately available for deployment then older vehicle can be accepted on temporarily basis just to facilitate the fabrication of new cash van as per given specification with following condition;

- a) Temporary cash van should be as per the given specification and in perfect running condition.
- b) Temporarily cash van should not be older than Jan 2017 i.e. 2 year older and should equipped with all security fitting i.e. Alarm system, CCTV, Air-condition, GPS, Fire Extinguisher etc.
- c) Temporary cash van would be acceptable only upto 90 days from the award of contract. If successful bidders are not able to deploy the new/ or Jan 2019 vintage Cash Van within 90 days the contract will be terminated without any further notice & Earnest Money Deposit would be forfeited and no discussion / communication would be entertained.
- d) Monthly payment in lieu of running of cash van would be released only on deployment of new / or Jan 2019 vintage Cash Van is deployed.
- e) Payment for the Temporary 1 year vintage cash van would be 85 % of the L1 Rates and 2 year vintage cash van would be 70 % of the L1 Rates.

## **17. GUARANTEES**

The cash vans to be deployed at the Bank should be of latest model i.e. Year 2019 on the date of deployment of the vehicle and should be having all components of security equipments such as security alarms, fire extinguishers, G P S and the media for communication meeting the specifications stated in **Annexure II** with suitable modifications on a TATA / Mahindra / Bajaj chassis or equivalent vehicles.

The drivers should be in possession of valid driving license. The armed guards must be in possession of a licensed 12 Bore DBBL gun. The service provider should guarantee that the antecedents of all staff/crew (driver, armed guards and loader) deployed on the cash vans have been verified by the police authorities and that they are in possession of valid licensed weapons and driving licenses (Police verification of driver, armed guard, loader to be submitted with the Bank on the day of deployment of the Cash Vans).

All the staff / crew deployed on the cash vans should be in uniform while on duty and must be issued with Company Identity Cards duly authenticated by the Executive / Officer of the company. The staff/crew should not be changed without prior permission.

## **18. INSURANCE**

Service providers shall be fully responsible for comprehensively insuring the cash vans against all risks including theft, arson and accident at its cost. They also shall take and service the policy of **fidelity insurance for Rs. 5 crores** for protecting Bank's interest in case of any loss arising due to negligence or malafide intention of their guards and during periodic rotation of guards. Will fully indemnify the bank against any loss and have a **Indemnity Policy for Rs. 5.00 Crores (Rupees Five Crores)**

The service provider shall maintain the cash van at no additional charge to the Bank.

## **19. AGREEMENT**

The service provider shall be required to enter into an agreement with bank, based on terms and conditions mentioned in the tender document within -15- days of issuance of order.

## **20. LIQUIDATION AND BANKRUPTCY**

If the contractor becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for his business or any assets thereof, compounded with his creditors, or being a corporation, commerce to be wound up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors, the bank shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to be contractor or to the receiver or liquidator or to any person in whom the contract may be vested OR Give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee for the amount to be specified by the bank.

## **21. NEGLIGENCE AND INDEMNITY**

1. The successful bidder shall, at its own expense, indemnify, defend and hold harmless BUPGB and its officers, directors, employees, representatives, agents, respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) that may be occurring due to, arising from or relating to:

- (i) a breach, non-performance or inadequate performance by the successful bidder of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this RFP or subsequent agreement;
- (ii) the acts, errors, representations, misrepresentations, willful misconduct or negligence of the successful bidder, its employees in performance of its obligations under this RFP or any subsequent agreement; or

- (iii) any deficiency in the services of the Service Provider or
- (iv) violation of any applicable laws by the successful bidder, its agents, employees, representatives etc.

2. In the event of successful bidder not fulfilling its obligations under the clause within the period specified in the notice issued by the BUPGB, bank has right to forfeit the security deposit or invoke performance bank guarantee or recover the amounts due to it under this provision from any amount payable to the vendor under this project.

3. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

## **22. FORCE MAJEURE**

If at any time during the period of the contract the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of god, Public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics etc then, provided notice of the happening of the any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate their contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. The whole or any part of the Party's obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

## **23. LAW, JURISDICTION AND DISPUTE RESOLUTION**

**23.1** The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in Raebareli (Bank's Headquarter) shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

### **23.2 ARBITRATION**

- (a) BUPGB and the successful bidder 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 30 days from the commencement of such informal negotiations, Bank and the successful bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- (b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by bank. Bank shall suggest two names of the arbitrators, out of which the vendor can select one.
- (c) The place of arbitration shall be at Raebareli (Bank's Headquarter).
- (d) The arbitral procedure shall be conducted in the English language and any

award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.

- (e) The award of the arbitrator shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- (f) The rights and obligations of the parties under or pursuant to this Clause, including the arbitration agreement in this clause, shall be under the exclusive jurisdiction of the courts located at Baroda (Zonal Headquarter).

## **24. AUDIT**

- 24.1 BUPGB reserves the right to conduct an audit / ongoing audit of the services provided by the successful bidder.
- 24.2 The successful bidder should allow the Reserve bank of India (RBI) or persons authorized by it to access BUPGB documents, records or transaction or any other information given to, stored or processed by the successful bidder within a reasonable time failing which the successful bidder will be liable to pay any charges / penalty levied by RBI.
- 24.3 The successful bidder should allow the RBI to conduct audits or inspection of its Books and accounts with regard to BUPGB documents by one or more RBI officials or employees or other persons duly authorized by RBI.

## **25. SUBCONTRACTING**

The successful bidder shall not subcontract or permit anyone than its personnel to perform any of the work, services or other performance required by it under the contract.

## **26. VICARIOUS LIABILITY**

The Vendor shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the vendor and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power , vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the vendor for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc. of the Vendor shall be paid by the Vendor alone and the Bank

shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Vendor's employees , agents, contractors, subcontractors etc. The Vendor shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Vendor's employees, agents, contractors, subcontractors, etc.

**27. PENALTY CLAUSE**

- (i) Delay in providing cash van along with crew, within the stipulated period of 60 days from the date of issue of work order by the Bank, will attract penalty of 1% of cash van monthly charges per day subject to maximum of 10% of cash van monthly charges. However, the Bank may condone the liquidity damages for delay of less than a week.
  
- (ii) Not providing cash van on any day will attract penalty of 5% of cash van monthly charges per day. The penalty would be in addition to the deduction of pro-rata monthly charges.
  
- (iii) Not providing any crew member with cash van will attract penalty of 1% of cash van monthly charges per day per absent crew member.
  
- (iv) Absence of Armed Guards with the cash van would be treated as cash van not provided and penalty as per (ii) above would be levied. However, in exceptional cases, if such cash van is allowed by the branch, penalty as per (iii) above would be levied.

Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the service provider. The decision to further continue/ discontinue the contract with the service provider lies fully with the Bank.

**SPECIFICATIONS AND DESIGN OF SMALL CASH VAN AC / NON AC ON A TATA / MAHENDRA OR EQUIVALENT**

**Design**

Cash Van will have minimum of two compartments and have seating capacity for 01 Driver + 04 persons. (2 Armed Guards, 1 Cashier and 1 Loader)

Area between Driver's Cabin and Cash Compartment will be separated by steel sheet partition.

**Engine**

Engine of vehicle should be of 2500 cc or above.

**Construction**

Steel Main frame and roof structure will be a fully welded multi corner bend construction secured to the chassis. Inside the van there will be a peep window cum ventilator between the Driver's cabin and the space of the cash cabin. External and internal panels will be of standard thickness CRCA sheets

**Floor**

Aluminium anti skids floor plate will be provided.

**Doors and Locks**

All doors must have locking arrangements. Collapsible gate / shutter with locking arrangement to be provided in Cash Compartment.

**Windows**

Windows on each side with sliding glass in specified aluminium section frames having toughened clear sheet glass with locks. All windows will be covered with iron grill / wire-mesh frame with 03" circular hole for gun.

**Seats**

Cash Van to have comfortable seats and seating capacity for 01 Driver + 04 persons. (2 Armed Guards, 1 Cashier and 1 Loader)

**Electricals**

Original lamps to be repositioned in the rear. Van must have 2xFog lights and 2xHalogen high power head lamps. There will be four numbers indicator/stop light on top of the body and one roof lamp each in all the compartments with wiring through PVC sleeves in suitable circuits with central panel in driver's cabin. Adequate numbers of fans will be fitted for driver, cashier and guards.

**Standard Fittings**

2 x locking hooks with chain for securing cash boxes, battery box, rear bumper, Rear View mirror, first aid box, wire mesh protector for wind screen and windows and one 2 KG DCP type fire extinguisher will be provided. The spare tyre be preferably mounted on roof on separate bracket.

**Alarm System & Communication System**

The cash van to be equipped with an Alarm System with two distress switches at co-driver seat and seat behind the driver's seat with a hooter and Mobile Telephone with driver / guard.

**GPS System**

The cash van to be equipped with a GPS Tracking System

**CCTV System**

The Cash Van to have a 4 Channel DVR. The cameras to cover all the doors of the cash van. DVR to have Recording of minimum 30 days. There should be provision to retrieve the recording and send details as required by bank.

**(To be typed on the Service providers letter head)**

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT AND AWARDDING RATE CONTRACT TO AGENCIES OF REPUTE FOR PROVIDING CASH VAN AC SERVICES AT BRANCHES OF BARODA UTTAR PRADESH GRAMIN BANK.**

Ref No.

Date:

To

**The General Manager  
Baroda Uttar Pradesh Gramin Bank  
Head Office  
A-1, Civil Lines  
Raebareli(UP)-229001**

Dear Sir,

With reference to the above tender notice, having examined and understood the instructions, terms and conditions forming part of the tender forms, we hereby enclose our offer for cash van services as detailed in your above referred tender notice.

I/We am/are aware that in the event of getting a contract, I/We agree to honour the obligation with due diligence and efficiency as required by the Baroda Uttar Pradesh Gramin Bank

**We confirm that we have not been disqualified / backlisted by any Govt. Deptt / RBI / Bank/ Financial Services or any other organization for supply and maintenance of any security Systems.**

**We also agree that in case any poor performance report is received from any of our clients our Bid will be rejected / disqualified.**

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the tender form.

We also confirm that the offer shall remain valid for 180 days from the last date for submission of the offer.

We also confirm that we will submit needed performance guarantee.

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 certify that ..... (Name of Agency) is not owned or controlled by any Director or serving Officer/Employees of Baroda Uttar Pradesh Gramin Bank or their relatives having the same meaning as assigned under section 6 of the Companies Act, 1956. I/We agree to all the terms and conditions of the RFP.

We enclose herewith a Demand Draft/Pay Order for Rs 1000/-(Non –refundable) and **Rs.500000/- (Refundable)** favoring Baroda Uttar Pradesh Gramin Bank and payable at Raebareli , towards tender fees and Earnest Money Deposit, details of the same are as under:

- Demand Draft/Pay Order No. :
- Date of Demand Draft/Pay Order :
- Name of Issuing Bank :

Yours faithfully,

Authorised Signatories  
(Name & Designation, seal of the firm)

**E-Mail address**

**Contact No**

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT AND AWARDING RATE CONTRACT TO AGENCIES OF REPUTE FOR PROVIDING CASH VAN AC SERVICES AT DIFFERENT BRANCHES / OFFICES OF BARODA UTTAR PRADESH GRAMIN BANK**

**TECHNICAL BID PARAMETERS**

1	Name of Company	
2	Office Address with Telephone & Fax Nos.	
3	Year of Establishment	
4	No. of years in business of Cash Van Service <b>(Minimum 3 Years required as on last date of Submission of the Tender)</b>	
5	Status of the service provider (Whether Pvt. Ltd. Company / Public Ltd. Company / Partnership service provider / Proprietorship service provider)	
6	Name of Directors / Partners / Proprietor	
7	Registration status along with Numbers and Dates for GST, Income tax, PAN, PF, ESIC, State Govt. License for armed guard services and Cash van services PSARA License. (Supporting Documents including sales tax clearance and IT clearance certificates to be enclosed)	GST No- Income tax No- PAN- PF- ESIC -

8	Registration status as per PSARA Act of 2005 and local govt. sanction for cash van services. A service provider should have valid PSARA Licence for the states where the cash Van is to operate. Service providers who have applied for the renewal of their existing PSARA Licences will be considered eligible for participating in the tender, However those service providers who have applied for the PSARA for the first time but have not received it at the time of going for	
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9	Name and address of Banks/ Financial Institutions where supplying cash van (Minimum -2- banks incl RRB required)	1.			
		2.			
10	Turnover of last three years (Balance Sheet and CA certificates in original be enclosed)				
	2017-18				
	2016-17				
	2015-16				
	AVERAGE TURNOVER-				
11	Profit last three years(Audited P& L A/C and balance sheet to be enclosed)				
12	<p>Details of cash vans/Armed Guards held on the inventory/rolls of the Company :-</p> <p>(i) Total No of Cash Vans held Make and Vintage in years</p> <p>(ii) Total No. of drivers held on rolls</p> <p>(iii) Total No. of Armed Guards on rolls</p> <p>(iv) Total No. of Loaders on rolls</p> <p>(Please enclose list of drivers, armed guards separately)</p> <p>Adequacy of fleet owned by the Agency to meet minimum 50% requirement of fleet.</p>	<p>Total No. of Cash Van- Make- Vintage in years- No. of Drivers held- No. of Armed Guards –</p>			
13.	Details of Cash Vans provided to RBI / Financial Services in last three years. (Details as per the format given below along with work order copies and performance certificates in respect of such services)				
	Name of Organization	Period of service	Type of cash van	Quantity of cash Van	Contact person & Tel. Nos. of Bank

**Note: Wherever copies are required to be furnished, these are to be certified copies, preferably by concerned agencies or a Govt. Officer.**

**Authorised Signatory**

(Name & Designation, seal of the service provider)

Date:-

Place :-

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT AND AWARDING RATE CONTRACT TO AGENCIES OF REPUTE FOR PROVIDING CASH VAN AC / NON AC SERVICES AT DIFFERENT BRANCHES/OFFICES OF BARODA UTTAR PRADESH GRAMIN BANK**

**DECLARATION BY THE SERVICE PROVIDER**

In case my / our Offer is accepted, I / we undertake the following and declare as under:-

1. Undertake to submit **Police verification** of all the staff.
2. That the **armed guards** will possess valid gun licenses with local Police approvals wherever necessary. The **drivers** of the vehicle will possess valid driving licenses.
3. Will provide mechanically **fit cash vans** as per laid down specifications, which would be not older than three years vintage with laid down quantum of crew with mobile communication. Local reputed garages will be entrusted for regular vehicle maintenance. Cash vans will be provided with valid Fuel cards for fuel refilling.
4. Proposed **Cash Vans** will be made available to the Bank at designated place for their **inspection** at least seven days prior to deployment dates.
5. Will fully indemnify the bank against any loss and have a **Indemnity Policy for Rs. 5.00 Cr (Rupees Five Crores) and Fidelity insurance of Rs 5.00 crore**, which would be kept renewed and a copy of such policy provided to bank, kept at BCC, Mumbai.
6. The company has **training facilities** for the crew, at where the staff will undergo periodic training and a certificate of such training will be submitted to the bank periodically.
7. The company has **valid sanction** for providing cash van services.
8. The company providing Armed Guard should be registered under **PSARA Act of 2005**.
9. The cash van will have **RTO passing** and applicable State Govt. registration and permits for commercial activity as required for the bank./branch
10. All the laws applicable to Union, State and local laws, ordinance, regulations and codes will be complied.
11. Will fully facilitate for the bank's compliance with regard to RBI guidelines on Code of Conduct in Outsourcing of Financial services by Banks.
12. I / We understand that if any false information is detected at a later date, any contract made between ourselves and Baroda Uttar Pradesh Gramin 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.
13. I / We agree that the decision of Baroda Uttar Pradesh Gramin Bank in selection of Service providers will be final and binding to me / us.

14. All the information furnished by me/us hereunder is correct to the best of my knowledge and belief.
15. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
16. I / We understand that the quantity of cash vans is approximate only and it may decrease or increase as per the requirement of the Bank.
17. **The services of our company have not been terminated by any organization for poor/unsatisfactory services and we have not been disqualified by any organization.**

**Authorized Signatory**

(Name & Designation, seal of the Service Provider)

Date:-

Place:-

Annexure-V

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT AND  
AWARDING RATE CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING  
CASH VANS AC SERVICES AT DIFFERENT BRANCHES/OFFICES OF BARODA  
UTTAR PRADESH GRAMIN BANK.**

**MANDATORY REQUIREMENTS**

(In absence of any information your Tender will be rejected)

<b>Sr. No</b>	<b>Mandatory Requirement</b>	<b>Complied</b>
1.	Earnest Money Deposit Rs. 5.00 lacs	<b>Yes / No</b>
2.	Covering letter on the prescribed format <b>(Annexure-II)</b>	<b>Yes / No</b>
3.	Technical Bid Parameters complete with all the columns filled in with photocopies of required certificates / documents/proof/P & L & Balance sheets, Copies of order executed etc. as mentioned in Evaluation criteria <b>(Annexure-III)</b>	<b>Yes / No</b>
4.	Declaration by the service provider as per <b>Annexure-IV</b> .	<b>Yes / No</b>
5.	The service provider should have branch offices at Zonal Area with Landline Connection. <b>(Enclose proof)</b>	<b>Yes / No</b>
6.	Agency should have been in the business for minimum 3 years in providing cash van services to RBI / Financial Services	<b>Yes / No</b>
7.	The Agency providing the Armed Guards must have a valid PSARA for the states where the cash van will move	<b>Yes / No</b>
8.	The service provider should be registered with the Police & State regulators as per the relevant orders in respect of cash van services	<b>Yes / No</b>
9.	Adequacy of fleet owned by the Agency to meet minimum 50% fleet requirement of the Zone <b>(Annexure VI)</b>	<b>Yes / No</b>
10.	Turnover of last -3- years, CA certificate in original to be enclosed	<b>Yes / No</b>



**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT AND  
AWARDING RATE CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING  
CASH VAN AC SERVICES AT AT DIFFERENT BRANCHES/OFFICES OF BARODA  
UTTAR PRADESH GRAMIN BANK.**

**FINANCIAL BID FOR CASH VAN**

Sr. No.	Item Description	Rate In (Rs) to be quoted in figures and words		
(a)	(b)	(c)		
	<p align="center"><b>Crew Combination</b></p> <p align="center"><b>Item</b></p>	For Cash Van along with driver and two Armed Guards and a loader.		
		<b>Rate</b>		
<b>1 (a)</b>	Monthly Charges for one Small Cash Van AC for 1500/2000/2500 Kms. per month	<b>1500 km</b>	<b>2000km</b>	<b>2500 km</b>
<b>(b)</b>	Charges for running one additional KM for one Small Cash Van AC (100 kms for calculation)			
<b>(c)</b>	Charges for running one Small Cash Van AC beyond 8 hours for an additional one hour			
<b>(d)</b>	Charges for providing Small Cash Van AC for 8 hours for one Sunday / Holiday.			
<b>(e)</b>	Charges for Outstation Night Halt of Small Cash Van AC with crew for one night			
	<b>Total cost of cash vans AC</b>			
<b>(f)</b>	Annual increase (in percentage) in the rates quoted above and increased rate.			
	(i) On completion of first year			
	(ii) On completion of second year			
	Total cost per van for 3 years			
<b>(g)</b>	<b>GST</b>			
	<b>TOTAL PACKAGE COST FOR THREE YEARS CASH VANS AC (1500KM + 2000 KM + 2500 KM)</b>			

**Note:** The total charges stated will be considered for financial evaluation of the Financial Bid. The Total cost of the above for three years including the annual increase will be calculated and considered for evaluation of the Financial Bid.

**L-1 will be decided on Total Package Cost for Three Years** , as given in Commercial Bid. Bank may split the work among L1 & L2 in ratio of 60:40 or in ratio of 60:20:20 amongst L1, L2 & L3, if L2 & L3 agree to carry out the job at the rates of L1.

**Note**

1. Unit rate must be quoted in FIGURES AND WORDS.
2. Unit rate must be inclusive of all taxes
3. In case of any discrepancy, unit prices quoted in words will be considered.

**Authorized Signatory**

(Name & Designation, seal of the service provider)

Date:-

Place:-

**Annexure VIII**

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT AND AWARDING RATE CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING CASH VAN AC SERVICES AT DIFFERENT BRANCHES/OFFICES OF BARODA UTTAR PRADESH GRAMIN BANK.**

**PRESENT REQUIREMENT OF CASH VANS BY THE BANK**

Sr No	NAME OF BRANCH	TYPE OF CASH VAN	KM			TOTAL
			AC	1500	2000	
1	Prayagraj(Allahabad) Main	Small				3
2	Gauriganj(Amethi)	Small				1
3	Bareilly Main	Small				3
4	Faizabad Main	Small				3
5	Fatehpur Main	Small				2
6	Manjhanpur(Kaushambi)	Small				1
7	Kanpur Main	Small				2
8	Kanpur Dehat	Small				2
9	Pratapgarh Main	Small				3
10	Raebareli Main	Small				2
11	Shahjahanpur Main	Small				2
12	Pilibhit Main	Small				1
13	Sultanpur Main	Small				3
<b>Total</b>						<b>28</b>

Note: The quantity of cash vans mentioned above is tentative and the actual number may increase or decrease depending upon the Bank's requirement during the contract period.