

**REQUEST FOR PROPOSAL (RFP) FOR PROVIDING CASH
TRANSPORTATION SERVICES FROM BRANCHES TO
CURRENCY CHESTS AND VICE VERSA**

**Indian Bank
Zonal Office Bengaluru
Security Department
4th Floor, East Wing
26-27, MG Road,
Bengaluru - 560001**

Contact Persons: Lt Cdr Bhavesh S Gupta, Manager (Security) 080-22958904

**E-mail id: zobangalore@indianbank.co.in ;
bhavesh.shankar@indianbank.co.in**

India Bank, Bangalore Zone, invites proposals from well-established and profit-making organizations engaged in providing cash transport services to banks in closed cash vans with necessary staff support, for carrying cash from its currency chests to branches served by the currency chests and vice-versa. Such services are required to be provided at different locations, all over Bengaluru Zone as per details given on the Annexure - I.

1.2 Complete details of the Request for Proposal (RFP) and the RFP format are hosted on the Bank's website <http://www.indianbank.in/tender.php>. Intending bidders may download the form from Bank's website, and submit their offer/s for transportation of cash from currency chests to branches and vice-versa. The bidders have to enclose a pay order or demand draft payable to India Bank in Bengaluru, for Rs.5, 000/- towards the cost of the RFP application. Such application (hard copy) may be obtained from Security Department, Zonal Office Bengaluru, Raheja Towers, 4th Floor, East Wing, 26-27, M.G. Road, Bengaluru, 560001 on payment of Rs.5,000/-.

1.3 The RFP is required to be submitted in two parts viz., i. Technical Bid and ii. Financial Bid separately in sealed covers, appropriately super-scribed i.e. envelope no.i. Labeled as "TECHNICAL BID FOR CASH TRANSPORTATION" and envelope no. ii labeled as "FINANCIAL BID FOR CASH TRANSPORTATION".

1.4 The bidders are required to deposit Earnest Money (EMD) of Rs.1, 00,000 (Rupees One lakh only) along with their RFP. The EMD in the form of a Pay order or a Demand Draft drawn a Public Sector/ Private Sector Commercial Bank payable in Bengaluru, should be enclosed to the Technical Bid. Bids not fulfilling these conditions or conditions hereinafter stipulated will be summarily rejected.

Date of commencement of Bids	:	20 Feb 2018
Last date for submission of Bids	:	28 Feb 2018 upto 3.00 pm
Opening of Technical Bids	:	28 Feb 2018 at 3.30 pm

Bids are required to be submitted only by the organizations concerned; applications submitted by brokers/ third parties on behalf of the organizations will be summarily rejected.

The Bank reserves the right to reject any / all Bids without assigning any reason whatsoever.

Canvassing in any form will be a disqualification.

Deputy Zonal Manager/ AGM

01. Scope of the work

General

02. Indian Bank has 1 currency chest at Bengaluru and more than 65 branches in the Zone. It is proposed to outsource cash transportation from one branch to the other currency chest and vice versa. The scope of the work involves picking up cash from branches / currency chests in locked steel containers and delivering them at the destination branches or currency chests as per the travel plan indicated in advance. Each cash transportation vehicle shall be manned by a driver.

03. Terms and Conditions

03.01 The bidder (hereinafter referred to as Service Provider or SP) will provide cash van/s as per the specifications given in the RFP under Technical Parameters. The cash van will be manned by one driver. Services are generally required to be provided for a minimum of 8 hours on all working days including Saturdays and in exceptional cases, beyond the 8 hour period. The financial bid should indicate charges for provision of services beyond 8 hours too.

03.02. On an average, each cash van is expected to cover a distance of 100 Kms per day and not less than 2,000 Kms per month. The financial bid should indicate charges for every additional Kms beyond 2,000 KMs per month. The financial bid should also indicate charges for working beyond 8 hours on a single day.

03.03 The service provider shall provide its services for cash transportation on all the working days, and be ready with stand-by arrangements in case of any vehicle breakdown or absenteeism of personnel.

03.04 Service providers should submit their bids only for those areas / locations where they have a strong network or experience. Documentary proof in support of their bid should be submitted along with the technical bid.

03.05. In case the Bank opens new currency chests resulting in change in allocation of branches to existing currency chests, the service area of the service providers shall get modified accordingly. Bank's decision in this regard will be final.

03.06 Considering the volume of work and distance of branches from the currency chests, work relating to one currency chest may be split between two or more qualified bidders. Bank's decision in this regard will be final. While splitting the work between two or more qualified bidders, it will be allotted in the ratio of 2:1:1 among the L1, L2 and L3 bidders provided all of them agree to the rate quoted by the L1 service provider. If L2 or L3 do not agree to provide services at the rate/s quoted by L1, L4, L5 etc., will be considered in that order.

03.07. The successful bidders should convey their acceptance within 3 days of intimation from the Bank to this effect and enter into an agreement with the Bank on

terms and conditions indicated therein, within the next 5 days. A copy of the agreement to be entered into by the successful bidders is given as **Annexure-II**.

03.08 The successful bidder shall commence his services within 30 days of signing the agreement. Any delay in commencement of the services will attract penalty @0.5% of the contract value per week or part thereof, subject to a maximum of 5%. Beyond this, the services of the SP will be deemed to have been terminated and the EMD/ performance guarantee submitted will be forfeited/ invoked.

03.09 Bank reserves its right to recover the damages through any mode – by recovering from the amounts payable for the services rendered or any other asset of the bidder lying with the Bank.

03.10 Liquidated damages for non-fulfillment of terms of contract will be calculated per week per van @0.05% of the contract value pro-rated for the route/van. Such recovery will be up to a maximum of 5% of the contract value beyond which the contract is liable to be terminated at the sole discretion of the Bank; the Bank shall also seek further damages from the service provider for disruption in the service.

04. Eligibility Criteria for submission of bids

04.01 The Service Provider (SP) for cash transportation from one branch to the other or to the currency chest and vice-versa should fulfill the following criteria:

04.02 The SP must have been registered as a Firm with the registrar of Firms;

04.03. The SP must have been in registered operation for at least 5 years as on Feb 2018 ;

04.04 The SP must have a turnover of not less than Rs.75 Lakhs per annum from cash transportation activity for each of the last three accounting years;

04.05. The SP must have made profits for the last three accounting years;

04.06. The SP should have a positive net worth;

04.07.01 The SP should submit copies of audited balance sheets/ certified copies of Annual Reports in support of their claims in respect of turnover, profits and Net worth.

04.08. The SP must have registered itself

i. Under The Shops and Establishments Act in the States where it is operating/
Offering to provide its services

ii. Under Goods & Service Tax

04.09. The SP should be an Income Tax Assesse. Self-attested PAN card and Income Tax Returns for the last three accounting years should be submitted along with the Technical Bid.

04.10. The SP should have at least two running contracts with Public Sector or Private Sector commercial banks for similar line of activity i.e. cash transport or door step banking. Self-attested proof of such contracts should be enclosed to the Technical bid.

04.11 The SP should indicate the names of at least two commercial banks to whom similar services are currently being provided along with their full addresses and details of contact persons, for reference purpose. Certificates of good performance from these banks should be enclosed to the Technical bid. In addition, names and addresses of all other banks/ agencies for whom similar services are being provided, should be enclosed to the Technical bid.

04.12 The SP should be in a position to provide cash vans within the stipulated period if it turns out to be a successful bidder.

04.13 The fleet of vehicles should be roadworthy and brand new of Mahindra Bolero brand/ make. The design of the compartments should broadly conform to the sketch attached to the RFP. The vehicles should comply with all statutory requirements including pollution control and be fitted with GPS.

04.14 The cash vans to be put into service should meet the specifications given on **Annexure-III**. Details of all cash vans presently in the possession of the SP – like Make and Model, Year of Purchase, Registration Number, whether fitted with GPS etc., should be furnished as per **Annexure-IV**.

04.15 Profile of the SP should be furnished as per **Annexure-V** and enclosed to the Technical bid. Details of services being provided as on 01.02.2018 to other institutions should be given as per **Annexure – VII**.

04.16 Self attested copies of documents/ certificates in support of the foregoing clauses should be submitted along with the Technical bid. Originals of the documents/ certificates should be produced for verification to the Bank authorities at the address given at the top, within 5 days from the opening of the Technical bid. Failure to comply with any of these conditions will result in rejection of the bid.

05. Areas to be serviced

The area of cash van operations includes area of operation of Indian Bank, Bengaluru Zone. Intending bidders may visit our Bank's website for details of branches in the zone. They may contact Security Department for a copy of the list of branches for familiarizing themselves with the scope of work.

06. Bid Security / Earnest Money Deposit

Every service provider should submit a bid security of Rs.1 Lakh (Rupees One Lakh only) in the form of a demand draft or pay order favoring "INDIA BANK", payable at Bengaluru, drawn on any Public Sector/ Private Sector commercial bank. Such Earnest Money Deposit shall be submitted in the envelope containing the Technical Bid. It must be noted that the Technical Bids not accompanied with EMD will not be considered for evaluation. Bank Guarantee in lieu of Earnest Money Deposit will not be accepted. The Earnest Money Deposit will be refunded to the unsuccessful bidders within a period of thirty days from the date of announcing the names of successful bidders after evaluating the financial bids.

07. Validity Period of the RFP

The RFP or bid shall be valid for a period of 90 days from the closing date for receiving the bids.

08. Payment Terms

08.01 Payments will be made at monthly intervals. The SP is required to submit his bills once a month, not later than 7th of the following month, to the Currency chest mentioned in the agreement at the time of entering into contract. Claim for payment should be supported by daily log register duly verified and certified by currency chest/ branch officials. Format of the claim form is given as **Annexure-VI**.

08.02 Bank will verify the claim received and release the payment within 05 days of receiving the claim complete in all respects. While making payment, the Bank will deduct TDS and other statutory dues as applicable, to comply with the laws of the land. The amount will be credited to the account of the SP electronically, through RTGS or NEFT.

09. Technical bid parameters

09.01 Technical bid parameters giving details of the vehicles to be used as cash vans, their special fabrication to meet the requirements for transportation of cash, etc., are given on Annexure.

10. Service Standards

The SP shall maintain service standards of the highest order in regard to cash transportation -- be it safety, security or maintaining secrecy of the assignment. The service standards shall be mutually discussed at periodic intervals to plug gaps, if any, and render seamless time-bound services.

11. Contingency arrangements

The SP should equip himself with necessary standby facilities in case of any contingency to ensure continuous and uninterrupted service.

12. Financial Parameters

The financial parameters stipulated to determine eligibility are as follows:

SI No	Parameter	SP's achievement
01	Year of commencement of registered operations	
02	Average turnover during the last 3 years ending with 31.03.2017	
03	Turnover from the cash transportation service for the last 3 years ending with 31.03.2017	
04	Profit for the last three years ending with 31.03.2017	
05	Net worth of the SP for the above years	

The Financial parameters should be indicated in the Technical Bid itself, to decide eligibility of the bidder, before considering the financial bid.

14. Technical parameters

SI No	Item	Response
01	Name of the service provider	
02	Year of establishment	
03	Year of commencement of operations	
04	Year of commencement of cash transportation services/ Door-step banking services	
05	Other activities handled	
06	No of cash vans owned and operated	
07	No of states in which cash transportation services are being provided/ offered	
08	No of offices handling cash transportation services and address thereof	

09	Names and addresses of banks to whom cash transportation services are being offered presently, with date of commencement of contract and duration of the contract	
10	No of branches/ offices of each of the above clients being serviced	
11	No of vehicles deployed for the above purpose – customer wise	
12	No of staff deployed per vehicle, other than the driver and designation thereof	
13	No of qualified staff available	
14	Whether the work is sub-contracted and if yes, the name/s and addresses of the sub-contractor/s.	
15	Whether all the movements of the vehicles are tracked and computerized day end activity reports for each vehicle can be submitted	

Declaration to be made by the bidder at the end of the bid:

We hereby certify that the details furnished are correct and supported by documentary evidence.

Signature
 Name & Designation
 Place:
 Date:

Financial Bid Format

Price Schedule

Sl No	Item description	Amount in Rs.
01	Type of vehicle (Mahindra Bolero/ Tata Safari) with AC	
02	Charges for cash transportation from point to point as indicated by the Bank for 26 days in a month @ 8 hours per day excluding the lunch break of 30 minutes and covering a total mileage of 2,000 Kms. The charges should include staffing the cash van with one driver.	
03	Charges per Kms of additional mileage over 2,000 Kms mentioned above on the same conditions and staffing	
04	Charges for work beyond 8 hours on a day – To be indicated per hour (charges to cover the manpower cost also)	
05	Charges for overnight stay out of headquarter for the crew of the cash van	
06	% increase sought for next year	

N.B. The charges should be quoted inclusive of all taxes, duties, levies etc., but excluding GST. GST will be paid on the bill amount.

2. Charges should be indicated both in figures and words. In case of any discrepancy, amount mentioned in words will prevail.
3. Charges shall be common for all areas for which the bid is submitted.
4. If the charges quoted vary for different models, bids should be submitted separately for each type of vehicle but in the same envelope.

Covering Letter

The Zonal Manager
INDIA BANK
ZONAL OFFICE BANGALORE
Security Department
4TH Floor, East Wing, 26-27, M.G. Road,
Bengaluru 560001

Dear Sir

RFP for cash transportation between branches of the Bank and RBI

In response to your Request for Proposal (RFP) hosted on Bank's website and notified in Times of India dated, we state that we have gone through the terms and conditions as well as the scope of the work described therein; we submit our offer in two bid format as specified.

2. We submit a pay order / demand draft no.....dated.....for Rs.5,000/- (Rupees five thousand only) drawn on....., Bengaluru in favour of India Bank towards the cost of the tender document;

3. We submit a payorder / demand draft no.....dated.....for Rs,1,00,000/- (Rupees One lakh only) drawn on....., Bengaluru in favour of Bank of India towards the Earnest Money Deposit'

4. Both the above said payment instruments are enclosed in the Technical Bid Envelope.

5. We declare that we have been rendering unblemished service to other banks who have awarded us the contract of cash transportation and thus are not disqualified.

6. We agree to all the terms and conditions as well as the parameters laid down in the RFP and confirm that our offer conforms to the same.

7. We understand that the Bank is not bound to accept the offer in full/ in part and is in its right to reject the offer in full or in part without assigning any reason.

Yours faithfully

Authorised Signatory/ ies

Name/s

Designation:

Seal of the Organization:

Place:

Date:

p.s. a certified copy of the Board resolution authorizing the signatories must be enclosed.

Annexure I

Locations of Cash vans requirement

1	Bengaluru	Bangalore
		Mysore

Annexure II

Agreement for Provision of Hired Cash Vans

This Agreement made at _____ this day of _____ 2018 BETWEEN INDIAN BANK and having its Zonal Office at _____ hereinafter 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 office at _____, herein after referred to as the Agency of the OTHER PART.

IT IS HEREBY AGREED BETWEEN PARTIES HERETO AS FOLLOWS

- i) The Agency agrees to provide, as requested by the Bank, ___ Cash vans along with driver. This/These cash van/s shall be based at _____ centre and used as per Bank's requirement. The cash vans will be based at respective currency chests or at identified branch location or within its vicinity to be available in time for the daily-routine.
- ii) The Agency will provide Cash vans with drivers and the Cash vans build/modified as per the Bank's standard design and fitted with Security Alarm and GPS System.
- iii) The Agency shall also provide one Mobile phone with the Cash Van, with a talk time of Rs. _____ per month, to be borne by Agency. This phone shall be in possession of the Officer/Cashier accompanying the cash van, while on move.
- iv) The agency will comply with the entire statutory requirement pertaining to the cash van such as Vehicle Insurance, RTO passing and PUC etc. In the event of any accident with the cash vans, the bank will not be held liable / responsible.
- v) The Agency will submit Police Verification Report as regards the Driver (including replacement Driver) The Agency should provide the Driver/s with an Identity card.
- vi) The Agency will provide the Cash van for eight clear working hours per day on the all bank's working days. The Driver Time and distance from the parking place to the Branch/Currency Chest and back is to be excluded.

- vii) Bank will use Cash Van upto a minimum of 2000km per month for which monthly hiring charges of Rs. _____ shall be payable by the bank to the agency. Unused mileage in a month, if any, shall be utilized in subsequent months. Payment towards the excess kilometers i.e. beyond the 2000kms of monthly limit (6000Kms in a 3 months), if any, will be paid at the end of three months @ Rs ___/- per kilometer.
- viii) The distance covered from the parking area to the concerned Branch (with which the van is attached) will not be reckoned for the purpose of calculations. The concerned branch shall maintain a log-book to this effect.
- ix) The excess working beyond 8 hrs / day will be payable by Bank @ Rs. ___/- per hour.
- x) Normally no increase will be considered during the first year. In second year & third year, based on increase in consumer price index, increase in rate may be considered by Bank, but not more than percentage increase agreed upon initially, at the time of finalization of tender.
- xi) The Agency shall keep the Bank indemnified against all penalties claims and liabilities of every kind for any violation of the Statutory Provisions, Rules and Regulations etc.
- xii) The Drivers provided by the agency will be employee of the Agency and the Bank shall have no liabilities whatsoever in this regard.
- xiii) The agreement will remain in force for a period of 3 years, subject to review after one year. The total contractual period will remain for 3 years w.e.f. _____ to _____ for the Cash Van Vehicles. The contract may be further extended at the sole discretion of the Bank.
- xiv) In case of breakdown of cash van, the agency shall provide an alternate vehicle with necessary modifications/fittings. If the Agency is not able to provide the vehicle, the Bank shall be at liberty to engage/hire another vehicle for the period of disruption of the service and deduct the cost of hiring of this vehicle from the Monthly rental bill.
- xv) The contract may be terminated by either party by giving a minimum of One Month's Notice.

Signed for and on behalf of
INDIA bank by its
Constituted Attorney

Signed for and on behalf of

Duly authorized in that behalf
In the presence of

In the presence of

1A. SCOPE OF SERVICES:

1A.1. The Service Provider shall provide the said services to the Bank as described in **“Schedule I” / “Schedule II” / “Schedule III” / “Schedule IV”** of this Agreement.

1A.2 The Service Provider shall provide the said services at/pertaining to the places/offices/branches as communicated by Bank. Any addition/deletion to the list of places/offices/branches may be done by exchange of letters with mutual consent of parties hereto.

2. EFFECTIVE DATE:

2.1 This Agreement shall be effective from **01 Mar 2018** .

3. TERM :

3.1 This Agreement shall remain in force for an initial period of 36 months from **01Mar 2018**, unless terminated sooner in accordance with the provisions of this agreement.

3.2 The parties to this Agreement shall have a right to terminate this Agreement at any time without assigning any reasons thereto, by giving not less than 30 days prior written notice of the intention to do so, to the other party.

3.3 Notwithstanding what is stated hereinabove, this Agreement shall, unless earlier terminated continue to be operative in full force and effect, even after the expiry of 36 months, on a month to month basis until renewed or terminated by written notice. During such continuation of the Agreement the terms and conditions herein recorded shall be valid subsisting and remain binding on both parties.

3.4 On the expiry or termination of this Agreement, Service Provider shall handover or cause to be handed over all the Confidential Information, assets, documents, instruments and/or properties of or relating to the Bank and all other related materials in possession of Service Provider to an authorised official of the Bank.

4. COMPENSATION AND BILLING:

4.1 In consideration of said services to be provided by the Service Provider, the Bank shall pay charges/fees as per **Schedule-II** attached hereto and in the manner mentioned in the Schedule II.

5. OBLIGATION OF THE SERVICE PROVIDER:

5.1 The Service Provider shall employ sufficient number of personnel to provide said services in prompt and efficient manner.

5.2 The Service Provider shall engage person/crew members only after antecedent check and police verification done & kept on record. The Service Provider shall withdraw or bar any of its employee/s or agent/s if in the opinion of Bank the quality of service rendered by the said personnel is not as per specifications of the Bank or it is not in the interest of Bank that such personnel of the Service Provider continues to be involved in the said services.

5.3 The Service Provider agrees, represents and warrants that no Bank officer, director, employee or immediate family member thereof (collectively, "The Bank Personnel") has received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with

this Agreement; and that no Bank Personnel has a business relationship of any kind with the Service Provider or its officers.

5.4 The Service Provider shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the Bank and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the Bank.

5.5 Unless otherwise expressed the Service Provider shall meet with the Bank Personnel to discuss and review its performance on a regular basis.

6. INDEPENDENT SERVICE PROVIDER :

6.1 This agreement is on a principal to principal basis between the parties hereto. Nothing contained in this agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof.

6.2 The Service Provider's personnel, employees, agents, sub-contractors etc. have no authority/right to bind the Bank in any manner. It is also clarified that the personnel or employees of Service Provider shall be employed by the Service Provider and governed by terms of the Service Provider's employment and the Service Provider shall be solely responsible and liable in the event of any adverse claims of whatsoever nature made on the Bank by the employees of the Service Provider.

7. SUB-CONTRACTORS :

7.1 The Service Provider shall not assign or subcontract any of its responsibilities contained in this agreement to any agent, sub-agent or subcontractor without prior written permission of the Bank, which the Bank may deny at its absolute discretion and if the bank gives such prior written permission to sub - contract or any agent, it shall not be construed as waiver of any accrued rights and/or liabilities and the Service Provider shall be fully responsible for all acts and omissions of its contractors, sub-contractors or agents. Nothing in this Agreement shall be construed to create any contractual or other relationship between the Bank and any such contractor/ sub-contractor or agent, nor any obligation on the part of the Bank to pay or see to the payment of any money due to any contractor/ sub-contractor/agent. Bank shall have right to assign this agreement or benefits of this agreement to its subsidiary, associate or group company.

8. TAXES :

8.1 The Service Provider shall be solely liable for the payment of all taxes, duties,

finances, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement and any amounts payable by the Bank to the Service Provider shall be subject to any tax required to be deducted at source in accordance with the applicable laws and regulations.

8.2 The Service Provider shall co-operate fully in the defending any claim/s by any local, state or union authorities against the Bank with respect to any taxes and/or duties due and payable by the Service Provider. This provision shall survive this Agreement.

9. COMPLIANCE WITH LAWS :

9.1 The Service Provider agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Bank is informed or information comes to the Bank's attention that the Service Provider is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this Agreement with immediate effect.

9.2 The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, subcontractors and agents including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act and shall establish and maintain all proper records particularly but without limitation, accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records and returns as applicable under the Labour Legislation and the Service Provider shall indemnify and save the Bank harmless in the event of any claim from any statutory authority or any employee/s or agent or employee/s of subcontractors of the Service Provider.

10. INSPECTION AND RIGHT TO AUDIT :

10.1 The Service Provider shall maintain its regular books of account in respect of said services and shall, allow the Bank, its management, its auditors and/or its regulators to inspect, examine and audit the Service Provider's operations and business records which are directly relevant to the services and financial arrangement, as set forth in this Agreement.

11. CONFIDENTIALITY AND SECRECY:

11.1 The Service Provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the

performance of said services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information").

- 11.2 The Service Provider agrees and undertakes that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose of performance of this agreement and the Service Provider shall not disclose or part with the Confidential Information to unauthorized person/s. The Service Provider shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The Service Provider shall ensure that its employees/agents/sub-contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.
- 11.3 The Service Provider acknowledges that in the event of any breach or threatened breach of this clause by the Service Provider and/or its employees/agents/sub-contractors the Service Provider shall be liable to pay damages as may be quantified by the Bank.
- 11.4 The Service Provider acknowledges that in the event of any breach or threatened breach of this section by Service Provider/its employees/agents/sub-contractors, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider/its employees/agents/sub-contractors from any such breach, threatened or actual.
- 11.5 This provision shall survive expiry or termination of this agreement.

12. **INSURANCE:**

- 12.1 The Service Provider shall maintain at its own costs, throughout the tenure of this agreement and any extensions thereof, insurance coverage for adequate amount in consultation with the Bank, including but not restricted to, Comprehensive General Liability Insurance covering bodily harm, injury, death of all individuals employed/assigned by Service Provider to perform the services required under this Agreement;
- 12.2 The Service Provider shall also take, at its own costs, insurance policies for adequate amount against dishonesty, theft, extortion, robbery, forgery, altered documents, fraud, fidelity and/or any other dishonest acts on the part of Service Provider's employees or agents/subcontractors or representatives or employees of such agents/subcontractors with Bank as Loss Payee/beneficiary.
- 12.3 The Service Provider further undertakes at its sole expense to provide for insurance of all property, individuals, employees, agents or persons assigned to perform the services under this agreement, as may be required by the Bank upto such limits as may be specified by the Bank.
- 12.4 The Service Provider undertakes to provide such documentary proof of

compliance of this clause as may be required by the Bank or its auditors or any other authorities.

13. INDEMNIFICATION:

- 13.1 The Service Provider shall fully indemnify and hold harmless the Bank against any liability, losses, claims, costs including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account:
- a. of any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions this agreement by the Service Provider/its employees/agents/subcontractors;
 - b. Of any robbery, theft, extortion, misappropriation, accident when any assets or properties or documents or instruments are or deemed to be in the custody of the Service Provider.
- 13.2 The Service Provider shall be liable to pay the amount to the Bank as determined by the Bank under this provision on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the Service Provider against the future payments due by the Bank to the Service Provider.

14. WARRANTY:

- 14.1 The Service Provider hereby represents and warrants to the Bank that it shall not violate any proprietary and intellectual property rights and any third party, including without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights. The Service Provider hereby agrees to indemnify and hold the Bank harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorney's fees, to which the Bank may be subjected by virtue of a breach of the foregoing warranty.
- 14.2 The Service Provider further warrants to the Bank that, during the term of this Agreements, the materials and services to be delivered or rendered hereunder, will be of the kind and quality designated and shall meet specifications as well as manners as determined in the Bank's sole and exclusive discretion and communicated to the Service Provider from time to time.
- 14.3 The employees of the Service Provider shall continue to be the employees of the Service Provider and work under its directions and shall not become or claim any employment from Bank by virtue of providing said services, irrespective of the location of their work.
- 14.4 Notwithstanding any other provisions of this Agreement, in no event shall the Bank be liable to the Service Provider for lost profits or revenues, consequential or similar damages arising out of or in connection with the said services, materials or assistance provided under this Agreement, or for any claim made by the Bank on the Service Provider.

- 14.5 The Service Provider represents that it has taken all necessary corporate action

to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request. An authenticated list of the Officers of the Service Provider who are authorized to sign and/or execute this Agreement and/or other related documents and writings shall be provided to the Bank duly authenticated.

15. DEFAULT AND TERMINATION :

Notwithstanding anything herein contained, the Bank may by giving Fifteen (15) days notice in writing to Service Provider, terminate this Agreement under any one or more of the following circumstances:

- 15.1 In the event of any default by the Service Provider , if in the reasonable opinion of the Bank, performance of any of the said services under this Agreement by the Service Provider, is not acceptable being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.
- 15.2 If Service Provider fails to perform the said services under this Agreement or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- 15.3.1 If a petition for insolvency is filed against the Service Provider and such petition is not dismissed within Ninety (90) days after filing and/or if the Service Provider makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of Service Provider's properties.
- 15.4 If in the opinion of the Bank the interest of the Bank are jeopardized in any manner whatsoever.
- 15.5 It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against Service Provider for any breach or non-compliance of the terms of this Agreement.

16. PUBLICITY:

- 16.1 The Service Provider shall not use the name and/or trademark/logo of the Bank, its group companies, subsidiaries or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the Bank.

17. SUCCESSORS:

- 17.1 This Agreement binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties. The term "Service Provider " wherever used in this Agreement shall mean and

include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, subcontractors and representatives.

18. ARBITRATION:

18.1 All disputes, differences and questions of any nature which at any time arise between the Parties to this Agreement or their respective representatives and assigns or any of them out of the construction of or concerning anything contained in or arising out of this Agreement or as to the rights, duties or liabilities under it of the Parties to it respectively or their respective representatives shall be subject to the non-exclusive jurisdiction of the courts at Bengaluru.

- (i) Any dispute, controversy or claims arising out of or relating to this Agreement or any breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.
- (ii) The arbitration tribunal shall be composed of one arbitrator appointed by Bank Limited.
- (iii) The place of arbitration shall be Bengaluru and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made, in Bengaluru.
- (iv) The arbitration 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 Indian law.
- (v) The award of the arbitrators shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the courts having jurisdiction.
- (vi) Each Party shall bear the expenses of the arbitrator appointed by it, and all the other expenses shall be shared by the Parties equally.

19. FORBEARANCE:

19.1 The failure on the part of the Bank to insist upon the performance of any terms and conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this Agreement shall not to be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf

20. PROPRIETARY RIGHTS:

20.1 The Service Provider agrees that work product including but not limited to all information, reports, studies, software (including source codes, object codes and executables), flow charts, diagrams and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the services rendered hereunder shall be the sole and exclusive property of the Bank. In furtherance thereof, hereby-irrevocable grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to any work product produced hereunder. The Service Provider shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in writing by the Bank.

21. GENERAL PROVISIONS:

21.1 Paragraph Headings: Paragraph headings are for convenience only and shall not be a part of the Terms and conditions of this Agreement.

21.2 Severability: If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.

21.3 Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than that of the Service Provider and the Bank.

21.4 All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently.

21.5 The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

22. COMPLETE AGREEMENT:

22.1 This Agreement supersedes any and all agreements; contracts or addenda relating to the Service Provider in respect of said services. This Agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both parties. All legally required amendments shall automatically become an integral part of this Agreement.

22.2 This Agreement, together with Schedules, is the entire agreement and expresses the complete, exclusive and final understanding of the parties with regard to the subject matter herein and may not be altered, amended or modified except in writing and signed by the parties.

23. NON EXCLUSIVE AGREEMENT

23.1 This agreement is on non-exclusive basis and the Service Provider does not have any exclusive right to provide the said services to the Bank. Bank is free to engage any other service provider/s or may entrust similar services to any other person/s. The Service Provider shall also be at liberty to provide similar services to any other person.

24. NOTICES:

24.1 Any notice/ letter required to be served by one party to another in pursuance of this Agreement shall be served upon the other, in writing, at the respective address as mentioned hereinbelow;

(i) In case of the Service Provider:

Xxxxx
Yyyyyy
zzzzzz

(ii) In case of the Bank:

India Bank
Zonal Office Bangalore,
4th Floor, East Wing,
26-27, M.G. Road,
Bengaluru - **560001**

24.2 All correspondence, notices or any other communication, shall be deemed to have been duly and sufficiently served on the parties Seven (7) days after the same shall have been sent by registered post, properly addressed to the parties at their above mentioned respective addresses or, as otherwise intimated by the parties, and if delivered to the parties against acknowledgment such correspondence, notices, or any other communication shall be deemed to have been duly served as on the date of delivery.

25. GOVERNING LAW/ JURISDICTION:

25.1 This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Bengaluru only.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed there respective hands and seals at Bengaluru the day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By the within named xxx Management Services Ltd
Through its Authorized Signatory in the presence of)

1. _____

2. _____

SIGNED, SEALED AND DELIVERED

by within named India Bank in the presence of

1. _____

2. _____

SCHEDULE - 'I'

Scope of Activity for Cash Transportation

Cash Transportation would entail cash movement for the following:

1. Collection or Deposit of cash/valuables from or to RBI/Currency Chest/Bank Branches, Extension Counters etc.
2. Intra City / Inter City movement of cash.

For any such movement of cash the service provider will provide:

- Modified vehicle as per vehicle specification as under:

Specifications	Low Security Vehicle
Make of the vehicle	Bolero with AC
Body	Wire mashed
Feature	GPS

Communication	Radio Link
---------------	------------

- Total kilometer per month, hours per day, days per month and crew on vehicle are as under:

Specifications	Low Security Vehicle
Total km per month	2000 kms
Hours per day	8 hrs.
Days per month	26 days
Crew details on vehicle	1 Driver

The bank will decide the usage and the route planning of this van depending on the requirement of the Bank, from time to time the Bank may request the CIT service provider for additional van to perform specific cash in transit service(s). Such request will be communicated to the service provider 24 hours in advance. This activity will be known as additional requirement.

At regular intervals the bank may require movement of cash between two cities. In such cases and depending on the distance between the city of origin and destination city. The CIT Service Provider and the bank will decide on the transportation time. Accordingly the bank will hand over cash to the CIT service provider at a specified time.

The cash thus handed over will be delivered to the destination branch at the time specified.

DURATION:

All crewmembers will be verified by the Police after their antecedent check has been carried out by the Service Provider. Record of the same will be available with the Service Provider and the Bank.

PAYMENT PROCESS:

The Bank will pay the Service Provider electronically within 7 days from the date of submission of its invoice, through RTGS or NEFT channels.

BILL SUBMISSION FREQUENCY

The Service Provider shall submit all invoices within 7 days from the close of the month for services provided. No claims for the earlier months will be entertained by the Bank unless cogent reasons are given to the satisfaction of the Bank by the Service Provider.

SCHEDULE “III”

Turnaround time (TAT) for the cash movement Inter-city/Intra-city by Road would be as follows:

1. Cash delivery/pick-up at branches will not take more than 10 minutes. Custodian to ensure the same and maintain a log of the turnaround time.
2. Custodian will report at the controlling branch 1 (one) hour before the start-up of the out station operation with armed guard and vehicle for pick-up of cash and further complete the delivery at the other end within 1 hour. Loading/unloading time at both ends should not be more than one hour each.

SCHEDULE “IV”

Modified vehicle availability:

- The same will be made available on all the working days of the month subject to a minimum of 26 days.
- Modified vehicle not available for duty more than one day in a month, payment will be deducted proportionately.
- On any day when modified vehicle is not available, alternate vehicle arrangement will be the responsibility of the Service Provider which payments will be made accordingly.
- Non-availability of modified vehicle will always be underwritten intimation to the bank.

This agreement will initially be for a period of **3 (Three) years** commencing from the **01 Mar 2018** and may be extended thereafter by mutual consent.

ANNEXURE-III

TECHNICAL SPECIFICATIONS:

	Technical requirements	SERVICE PROVIDER Compliance (Yes/No)	MAKE/ PART NO. Wherever applicable
	CASH VAN SPECIFICATIONS		
1.1	The cash van body shall be fabricated on Mahindra Bolero/ Tata Safari as specified by the bank		
1.2	The cash van should have two compartments - one for the driver, loader & seating space for the armed guards and the custodian with AC and another - Cash Compartment non-AC - To be provided after making provision for a 4-seater arrangement behind the driver's seat. Front portion of the cash compartment to have a full partition with a grille upper half.		
1.3	Fabricating and Mounting cash van body on the vehicle of Bank's choice with. 18 gauge M.S. exterior paneling and 20 gauge M.S. Interior paneling.		
1.4	Cash compartment to be separated from the seating area fully with a M S Sheet partition of 18 gauge with space for a viewing window		
1.5	The Cash Compartment should have strong metal hooks fitted onto its body and iron chains to facilitate securing the cash boxes to the Cash Compartment		
1.6	Two doors in front and one door at the rear with aluminum extruder buffed Section windows with sliding glasses.		
1.7	Windshield should be a single piece, clear toughened glass in the front with a provision for fixing anti – riot wire mesh covering. All other glasses to have fixed anti-riot mesh covering.		
1.8	The wire mesh on the co-driver window and other windows should have gun ports of 2.5 inch wide firing slot spread across the window on lower side of the window to enable the Armed Guards fire at outside targets, if need be.		
1.9	16 gauge aluminum checkered plate for flooring.		
1.10	Two rear-view mirrors in front i.e. one on each side.		
1.11	Should have alarm system and siren should be fitted with activation points with guard, driver and the custodian.		
1.12	Heavy Duty Shock Absorbers should be fitted for the rear portion of the Chassis.		

1.13	Should be a brand new vehicle to be pressed into service		
1.14	The Service Provider will get NOC for the vehicle to be used, from the National Banking Security Officer of the Bank before putting it in operation		
1.15	The Service Provider will obtain all the necessary permissions for plying the vehicle as a cash van, such as registration with the RTA, Pollution under check, Roadworthiness, etc.		
1.16	All essential features of an efficient vehicle required.		
1.17	The Service Provider will provide a list along with copies of identity cards/attested photo and signature of its employees who will be entrusted with cash transportation assignment.		
1.18	The Service Provider should get the antecedents of the personnel assigned for cash transportation job verified by the Police authority of the relevant areas and a copy of the satisfactory report shall be submitted to the Bank by the service provider.		
2.	The personnel engaged in cash transportation should not indulge in any illegal / prohibited activity while on the assignment.		
3.	All the personnel engaged in the cash transportation shall be issued identity cards duly attested by the authorized officials of the service provider.		
4.	All the vehicles shall be fitted with GPS systems for tracking their movement.		
5.	The Service Provider should have systems in place to generate and supply MIS reports as required by the Bank from time to time. Day end reports shall be submitted every day, giving the time spent on the activity and distance covered. For calculating the distance, actual distance from the originating point to the ultimate destination point (if it is at the same place as the Service Provider's office/ or out of station)		
6.	Offices of the Service Provider shall be manned by experienced people to respond to situations and queries from the Bank on the movement of cash and related issues.		
7.	The armed guards should have valid gun licence		
8.	The armed guards should be provided with short barrel 12 bore gun.		

AUTHORISED SIGNATORY

Annexure-IV

Details of cash vans/ cash vehicles in possession as on Feb 2018

Name of the Bidder:

Sl No	Item	
01	Number of cash vans/ vehicles in possession as on Feb 2018	
02	Number of vehicles of each brand/ type (to be given separately)	
03	Age of the vehicles Number and year of purchase with Registration Nos. to be given	
04	Number of institutions/ banks being serviced	
05	Whether all the vehicles are fitted with GPS facility?	Yes/No
06	If answer to the above is NO, the number of vehicles fitted with GPS be indicated	

Signature of the bidder

SERVICE PROVIDER'S PROFILE

Sl No	Item	Response
01	Name of the Service Provider (SP)	
02	Address with contact Number/s	
02a	Website address, if any	
03	e-mail id	
04	Constitution of the SP	
05	Year of Registration	
06	Names of the directors and their contact numbers	
07	Permanent Account Number (PAN) allotted by Income Tax Deptt.	
08	Name of the Banker/s and IFSC Code of the branches	
09	Financial performance of the SP for the last 3 years in Rs. Crores	2014-15 2015-16 2016-17
10	Turnover from cash transportation / door step banking	2014-15 2015-16 2016-17
11	Net Profit	2014-15 2015-16 2016-17
12	Paid up capital	2014-15 2015-16 2016-17
13	Net worth	2004-15 2015-16 2016-17
14	GST Registration No.	
15	No. of Banks to whom cash transportation facility is being provided at present Name/s and addresses of such institutions with contact details of their key persons	

16	No of other organizations to whom cash transportation / door step banking facility is being provided Name/s and address/es of with contact details of their key persons	
17	Other activities of the SP	
18	No. offices State-wise and addresses thereof	
19	No. of cash vans presently in use	
19a	Make/ model of the vehicles	
20	Age of the oldest vehicle	
21	No. of persons deployed on each vehicle excluding the driver	
22	Whether all cash van related activities are computerized and end of day reports are sent to the clients every day	
23	Types of arms provided to the guards	

Declaration

1. I/We have read the instructions and terms conditions given in the notice inviting request for proposal (RFP) for providing cash transportation services to Indian Bank. I/ We understand that any decision to be taken by the Bank will be on the basis of their formation furnished/ declarations made by us in the RFP. Should the information given by us in this document prove to be false / incorrect at any time afterwards, contract awarded to us will be liable to termination without any prior notice. I/ We shall be solely responsible for the consequences and decision of Indian bank will be binding on me/ us.

2. I/We understand and agree that the decision of Indian Bank in short-listing/ selection of the Service Provider/s will be final and binding on me/ us. Like-wise, the decision of the Bank in allotment of States/ Centres will be final and binding on us.

3. I/We declare that no material fact with regard to operations of cash transportation services has been suppressed / withheld by us and I/we have no objection in the Bank making independent inquiries with the Banks/clients for whom we are presently providing cash transportation services.

Place:

Signature:

Date:

Name &
Designation
Company Seal

Annexure –VI

Format for submission of monthly claims for cash transportation
Bill for the month of _____

Sl No	Claim details	Rate claimed	Amount in Rs. Ps.
01	No. of days the vehicle was put into service : days		
02	No of Kms covered:		
03	Claim for 2000 Kms		
04	Claim for extra mileage covered		
05	Claim for extra hours worked		
06	Charges for overnight stay		
07	Taxes, duties etc., where applicable		
	Total claim		

N.B.: 1. The claim should be submitted for each van separately, duly supported by the log sheets for the month concerned and a consolidated bill may be made for payment.

2. The Service Provider should indicate the following details to facilitate TDS and payment of the bill amount through electronic mode:

- i. PAN details :
- ii. GST details :
- iii. Title of the account to which the amount should be paid:
- iv. Account Number in Full :
- v. Name of the Bank :
- vi. Name of the Branch and its address:
- vii. IFSC Code of the Branch :

Annexure- VII

Details of Banks for whom cash transportation / allied services are being provided

01	Name of the Bank Address Contact Person Landline No. of the contact person Mobile No. e-mail id	
02	Name of the Bank Address Contact Person Landline No. of the contact person Mobile No. e-mail id	
03	Name of the Bank Address Contact Person Landline No. of the contact person Mobile No. e-mail id	