

INDIAN BANK,TRICHY ZONE

Request for Tender

Corporate Agency Arrangement

for

Providing Cash Van Services

Number of Cash Vans required-two

Tender fee Rs 10,000/- per van –Non refundable

EMD Rs 1,00,000/- per van-Refundable

Notice inviting Tender for Empanelment for providing Cash Van Services at Currency Chest Trichy

Zonal Manager, Indian Bank, Zonal Office, Trichy invites **Tenders** from reputed Agencies for empanelment and awarding rate contract with Bank, for providing Cash van services in Currency Chest Trichy. The empanelment shall be for a period of three years, with the provision to renew every year 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 Agency without assigning any reason(s) and without any cost(s) or compensation therefore.

BID DETAILS

Sl. No.	Particulars	Time / Date / Other Details
1.	Date of commencement of Tender process (Issue of Tender Forms)	11.00 am / 17.10.2017
2.	Last date and time for receipt of written queries for clarification from Tenders	4.00 pm / 23.10.2017
3	Last Date & Time for Tender submission.	4.00 pm / 26.10.2017
4	Tentative Date and Time for opening of : Technical bid	4.00 pm / 26.10.2017
5	Date of Commercial Bid Opening	4.00 p m / 27.10.2017
6	Place of opening of Bids	Indian Bank, Zonal Office, Conference Hall, II Floor, Jenne Plaza, Cantonment, Trichy-620001
7	Address for communication (Bank)	Indian Bank, Zonal Office, Security Section, II Floor, Jenne Plaza, Cantonment, Trichy-620001
8	Tender Fee	Non Refundable fee of Rs.10,000/- (Rupees Ten thousands only), Per vehicle , Demand Draft, drawn in favour of Indian Bank, payable at Trichy
9	Tender Security (EMD)	Refundable Rs.1,00,000/- (Rupees One lakh only) , per vehicle

Pre-Bid Meeting-

A Pre bid meeting to clarify any point will be held on 20.10.2017 at 3.00 pm at the following address- Indian bank, Zonal Office, Conference Hall, II Floor, Jenne Plaza, Cantonment, Trichy-620001

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

Confidentiality:

1. The appointed Agency is not authorised to disclose to anyone, other than INDIAN BANK, the information/data relating to the individual details thereof, received or entered in computer system in any manner whatsoever.
2. The appointed Agency shall be required to enter into a proper Non- Disclosure Agreement for this purpose with INDIAN BANK as required in the format prescribed by INDIAN BANK. The appointed Agency shall be responsible for any violation of the Non- Disclosure Agreement and shall be liable to INDIAN BANK for the unauthorized disclosure/use of the information/data in the possession of the Agency.
3. The appointed Agency is responsible and liable for any damages caused to INDIAN BANK or its client for the actions or inaction of appointed agency.

Bidding document**Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation(s), etc. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Clarifications & Amendments

- (a) If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- (b) The Bidder requiring any clarification of the bidding documents may obtain the same by submitting written queries on or before 20.10.2017 before 4.00 P.M. to Zonal Manager, Zonal Office, Indian Bank, Trichy.
- (c) At any time prior to the deadline for submission of bids, Indian Bank reserves the right to modify the bidding document by amendment.
- (d) Any clarification issued by Indian Bank will be in the form of an addendum/ corrigendum and will be provided to the Bidders. The amendment will be binding on all bidders. Indian Bank, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.
- (e) Interested persons collecting this Tender document for submission of their Bids are requested to provide their e-mail address to the Bank to enable the Bank to e-mail any subsequent amendment / modification to the tender. However, non receipt of any such e-mail or the failure of the Bank to send any such e-mail shall not affect the validity of such amendment / modification.

**NOTICE INVITING TENDER FOR EMPANELMENT AND AWARDING RATE CONTRACT
FROM AGENCIES OF REPUTE FOR PROVIDING CASH VAN SERVICES AT CURRENCY
CHEST, TRICHY**

SCOPE OF WORK

TERMS & CONDITIONS

Indian Bank intends to outsource Cash Vans as per details given in **Annexure I**, at Currency Chest of located at Trichy. Cash Vans is as per specifications mentioned in **Annexure I** along with Driver, two Armed Guards one Cashier and one loader for safe transportation of cash to and from by Currency Chests / Branches at the centres 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 is tentative and the actual number may increase or decrease depending upon the requirement during the contract period.

Concerned Agency will have to enter into an agreement (as per the format decided by the bank) with the Indian Bank, Zonal Office, Trichy. The empanelment shall be for a period of three years **w.e.f 01/11/2017 to 31/10/2020** with the provision to renew every year based on the performance and it will be at the sole discretion of the Bank.

Empanelment of Agency should in no way be construed as work order

Indian Bank shall decide on the engagement of the empanelled Agency.. Selection committee headed by Zonal Manager shall decide. Decision of the committee shall be final and binding all. No representation will be entertained.

Awarding Rate Contract-

L-1 will be decided on package cost as given in Commercial Bid (**Annexure VI**) and that shall be the bench mark. The selected bidder will have to provide the services at L- 1 rates. Failing to agree will lead to forfeiture of the EMD..

The EMD, either in whole or in part thereof, shall be forfeited in the event of the Agency's failure to observe any terms of this tender or subsequent agreement / or noncompliance with the conditions of the Contract.

TERMS & CONDITIONS FOR SERVICE PROVIDER

- The bidder is required to have minimum 3 years of experience in the area of Cash transportation/security.
- The bidder should have / obtain before commencement of the work the requisite approvals, certificates from all statutory authorities
- The bidder should have adequate qualified skilled staff and required cash pick up infrastructure including cash vans / gunmen etc.
- The bidder should produce satisfactory performance certificates from the existing bank clients.
- Engagement of Service Provider will continue for 1 year subject to renewal for further 2 years from the date of agreement (in total maximum of 3 years only), unless terminated before that date by the Bank.

- The Bank reserves the right to reject any or all applications without assigning any reason therefore. Decision of the Bank in regard to enlistment of Service Provider will be final. Bank reserves its right to re-tender.
- The fee payable to the appointed Service Provider shall be paid within 30 days after satisfactory completion of the entire assignment, on calendar month basis, after receiving the certificate as per the Bank's requirement
- The Service Provider has to arrange for transit insurance at adequate level.
- Persons employed by the Service provider should be covered under any of the insurance and PF /EPF scheme..
- The Service Provider / Vendor / Contractor shall be solely responsible and liable for all payments due to his employees including salaries, wages, Overtime wages (if any), statutory payments, contributions to Provident Fund and Employees' State Insurance, Bonus, Gratuity, provision of Uniforms and any other statutory dues payable to his employees under any statute/ law of the State or Central Government.
- The Service Provider / Vendor / Contractor shall be responsible for fulfilling the requirements of statutory obligations, including those under the Minimum Wages Act. The payment of Wages Act, The Gratuity Act, The Employees' Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, the Contract Labour (Regulations & Abolition) Act, 1970 and all other applicable laws at his own costs and risks in respect of all persons employed by him. The contractor shall register himself under the various applicable laws and shall maintain all proper records including but not limited to, accounting records required by any law, Code, practice or Corporate Policy applicable them from time to time, including records and returns as applicable under labour legislations. In general, the contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time. If due to, for any reason whatsoever, the bank is made to pay to any amounts on account of omissions or commissions of the Contractor under any of the applicable laws, the Bank shall recover same from the Contractor. The Contractor shall indemnify the Bank against any claims, damages, penalties, including costs, in case of any liabilities arising out of his commissions and omissions under any applicable laws.
- Each page of the application should be signed & stamped by person/persons on behalf of the bidder.
- Conditional proposals will not be accepted.
- Indian Bank, do have right to change the agency by giving a months' notice if the services are not satisfactory to the Bank.

EARNEST MONEY DEPOSIT

EMD of Rs 1.00 lac, per vehicle, 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. EMD submitted by successful bidder shall be converted / adjusted as Security Deposit. In case the firms are not found eligible technically, the EMD shall be returned within one month of opening of the tender. In case of withdrawal by successful bidders, the EMD deposited by them shall be forfeited by the bank..

TERMS OF EXECUTION OF WORK

The services of cash vans would begin **w.e.f 01/11/2017**. 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. 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 payment 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 at its own discretion. 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 Currency Chest, a penalty of 1% of the Monthly Rate per guard per day will be levied.

SUBMISSION OF TENDER DOCUMENTS

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

ENVELOPE No.1 The envelope containing Technical Bid shall be super scribed, **"TECHNICAL BID for Empanelment for providing Cash Van services to Indian Bank, Trichy** and shall contain the information as per the proforma **" TECHNICAL BID PARAMETRES "** along with copies of the required documents. **It should not contain any price information.**

ENVELOPE No.2 The envelope containing Commercial Bid shall be super scribed **"COMMERCIAL BID for Empanelment for providing Cash Van services to Indian Bank ,Trichy** and shall contain the rates for Cash Vans 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 04.00 pm on 26.10.2017**. The Technical Bids would be opened on **26/10/2017 at 04.00 pm**. Bidders may remain present during the opening process. Commercial Bids shall be opened on a later date, of only those, whose Technical Bid is accepted. A separate intimation of opening of Commercial Bids would be sent to the technically successful bidders.

VALIDITY PERIOD OF THE OFFER

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

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 Commercial Bid, without showing the actual amounts 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) Specifications of Cash Van (**Annexure I**)
- (ii) Covering letter on the prescribed format (**Annexure-II**)
- (iii) 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**)
- (iv) Declaration by the service provider (**Annexure-IV**).

COMMERCIAL BID

The rates quoted should be only in Indian Rupees and inclusive of following, for one Cash Van strictly as per the format given as **Annexure VI** :-

(a) **Cash Van**

Charges per month for one Cash Van along with the driver, Cashier, two armed guards (preferably ex- servicemen) and one loader performing duties for 8 hrs daily on all working days for 2000 kms for TATA / Mahindra / Bajaj or equivalent chassis.

(b) **Common Services**

(i) Charges per additional km

Note: The GST must not be included in the costs as this would be paid in addition at prevailing rates on submission of monthly bills

General Instructions & Conditions

- a Please read the terms and conditions carefully before filling the proposal.
- b Please sign all the pages of the tender document including Addendum, if any.
- c Based on service reports, bidder may be disqualified.
- d The Bank reserves all rights to:
 - i. Accept or reject the proposal(s) without assigning any reason what so ever.
 - ii. Cancel or withdraw this tender process.
 - iii. Accept or reject any deviation from these conditions

NO ERASURES OR ALTERATIONS

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

NO PRICE VARIATIONS

The Commercial Bid shall be on a fixed rate basis. No upward revision in the rates would be considered on account of subsequent increases in Government taxes, customs duty, Excise Tax, Sales Tax, etc.

OPENING OF BIDS

The Technical Bids will be opened **on 26.10.2017 at 4.00 p.m.** in the presence of the service provider/ their authorized representatives. No separate intimation will be given in this regard to the service providers for deputing their representatives.

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. Commercial Bids of only those Service providers who qualify in the technical evaluation will be opened.

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

- (i) If Tender fee and /or EMD is not submitted
- (ii) Tender documents are incomplete and /or not accompanied by all stipulated documents.
- (iii) If Tender Documents are incomplete and /or not accompanied by all stipulated documents.
- (iv) If any of the terms and conditions and mandatory declarations are not accepted.
- (v) If required information with appropriate documents in support of the same is not submitted as per **Annexures**.

been in the business for minimum of 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/ other banks and should submit report of satisfactory service from them.

EVALUATION CRITERIA

(a) Technical Bid

The bank will consider the following minimum criteria for evaluating the technical bids of the submitted Tenders which are valid :-

Sl. No.	Criteria	Documents required
(i)	The service provider should have experience of successfully undertaken cash van services for RBI / Banks for last 03 (Three) years.	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 Service Tax, Sales tax, Central Excise tax, 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 for Armed Guards should be registered with State Govt. for Armed Guard services	State registration as per PSAR A Act 2005
(v)	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
(vi)	Adequacy of fleet owned by the Agency to meet particular Zone's requirement .	List of Cash Vans held by the Agency.

(b) Commercial Bid

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 VI

NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

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.

PAYMENT TERMS

The terms of payment are as under:-

- (i) No advance payment against work order.
- (ii) Payment of bills will be made centrally by the Zonal Office after receiving the consolidated monthly bills from Service Provider having duly verified by the respective currency chests / branches, within 07 days of submission of such bill.
- (iii) Payment for additional kilometers will be calculated on a quarterly basis cumulatively for all cash vans operating in the Zone and stated in the consolidated monthly bill.

AGREEMENT

The service provider shall be required to enter into an agreement with bank, based on terms and conditions mentioned in the tender document.

NEGLIGENCE AND INDEMNITY

The successful bidder shall, at its own expense, indemnify, defend and hold harmless Indian Bank 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 tender 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 tender 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 INDIAN BANK, bank has right to forfeit the security deposit 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 tender document.

Conflict of Interest

- Indian Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Indian Bank's interests paramount, strictly avoid conflicts with other

Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Indian Bank.

- Without limitation on the generality of the foregoing, bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:
- A bidder (including its Personnel and Sub- Bidders) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Bidder / Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.
- A bidder (including its Personnel and Sub-Bidders) that has a material business or close family relationship with a member of Indian Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Indian Bank throughout the selection process and the execution of the Contract. The respondent to tender is expected to provide complete details of Indian Bank staff associated with the Bidder in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.
- Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Indian Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Indian Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

Powers to Vary or Omit Work

- No suspensions of the work under the contract shall be made by the successful bidder except as directed in writing by the Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, the agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional

payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

FORCE MAJEURE

- Any failure or delay by Bidder or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing. i.e. a Force Majeure event is not a default or a ground for termination.
- If Force Majeure event arises the Bidder shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by Indian Bank in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Audit

- The Bank may, at its discretion, get the services & deliverables of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors. The finally selected bidder shall facilitate the same.
- The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's Bidder / Testing agency entrusted by the Bank to carry out this work.
- The Bank may, at its discretion carry out a pre inspection by a team of Bank officials or demand a demonstration of the services proposed on a representative model in Bidder's office as per specification provided by the Bank.
- The Bank at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank.
- Nothing stated hereinabove shall in any way release the Bidder from any warranty or other obligations under this contract.

Termination of Contract

- The Bank alone shall have the right to terminate the contract with the selected bidder at any time during the contract period, by giving a written notice of at least one month, for any valid reason.
- The selected bidder shall not have right to terminate the contract or to demand any damages on account of termination of the Contract by the Bank.

Delays in the Bidder's performance in successful implementation of the project

Performance of the services shall be made by the Bidder in accordance with the time schedule and other terms & conditions as specified in the tender/Contract. Any delay in performing the obligation /defect in performance by the Bidder may result in imposition of liquidated damages, and/or termination of contract.

Termination for Default

- Indian Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or part: if the Bidder fails to deliver any or all of the services within the period(s) specified in the Contract, pursuant to conditions of contract or if the Bidder fails to perform any other obligation(s) under the Contract.
- In the event Indian Bank terminates the Contract in whole or in part, Indian Bank may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those not delivered by the Bidder and the Bidder shall be liable to Bank for any excess costs for such similar systems or services. However, the Bidder shall continue the performance of the contract to the extent not terminated.

Termination for Insolvency

Indian Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. The event of termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to Indian Bank. Notwithstanding the above, the Indian Bank shall have the right to terminate the contract any time without assigning any reasons.

Governing Law and Disputes (Applicable in case of successful bidder only)

- All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties are not able to solve them amicably, party (Indian Bank or Bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to a panel of three arbitrators; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be conducted in accordance with the Laws of India. Any appeal will be subject to the exclusive jurisdiction of courts at Chennai.
- The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Chennai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal / other legal recourse.

Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

Governing Law

The contract shall be interpreted in accordance with the laws of India.

Taxes and Duties The Bidder shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes, etc, incurred and therefore should be included in the price bid. The quote prices and taxes & statutory levies such as Service Tax/ VAT, Sales Tax, Octroi etc should be specified separately.

Services

- Bidder should ensure that the services of Bidder's key personnel with relevant skill are always available to the Bank.
- Bidder should ensure the quality and delivery of services and its adherence to standards.

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.

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 25% 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.

Annexure-I**SPECIFICATIONS AND DESIGN OF CASH VAN ON A
TATA / MAHENDRA / BAJAJ CHASSIS 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.

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 / wiremesh 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.

Communication System

The cash van to be equipped with GPS and 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.

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.

Annexure II

(To be typed on the Service providers letter head)

**NOTICE INVITING TENDER FOR EMPANELMENT AND AWARDING RATE
CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING CASH VAN SERVICES
AT CURRENCY CHEST ,TRICHY**

Ref No.

Date:

To

Zonal Manager
Indian Bank
Zonal Office
TRICHY

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 as follows-

Sr. No	Address of the Office and Contact No.	Own Agency / Name of other Agency who will provide Armed Guards, their PSARA No
1.		Name- PSARA-

I/We am/are aware that the empanelment does not guarantee any work order. In the event of getting a contract, I/We agree to honour the obligation with due diligence and efficiency as required by the Indian Bank

We confirm that we have not been disqualified / backlisted by any Govt. Deptt / RBI / 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 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 Indian Bank or their relatives having the same meaning as assigned under section 6 of the Companies Act, 1956.

terms and conditions of the notice.

We enclose herewith a Demand Draft/Pay Order for Rs 10000/- (Non –refundable) for each van and **Rs.100000/- (Refundable), for each van** favoring Indian Bank and payable at Trichy , 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

Annexure-III
**NOTICE INVITING TENDER FOR EMPANELMENT AND AWARDING RATE CONTRACT
FROM AGENCIES OF REPUTE FOR PROVIDING CASH VAN SERVICES AT CURRENT
CHEST, TRICHY**
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 (Minimum 3 Years required)	
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 Service Tax, Sales tax, central Excise tax, Income tax, PAN, PF, ESIC, State Govt. License for armed guard services and Cash van services PSARA Licence. (Supporting Documents including sales tax clearance and IT clearance certificates to be enclosed)	Service Tax No- Sales tax No- Central Excise tax No- Income tax No- PAN- PF- ESIC - PSARA Licence - Govt. License for Cash van services
8	Registration status as per PASAR Act of 2005 and local govt. sanction for cash van services.	

 इंडियन बैंक Indian Bank		EMPANELMENT FOR PROVIDING CASH VAN SERVICES		
9	Name and address of Bankers where supplying cash van (Minimum -2-banks incl RRB required)	1.		
		2.		
12	Details of cash vans/Armed Guards held on the inventory/rolls of the Company :- (i) Total No of Small Cash Vans held Make and Vintage in years (ii) Total No. of drivers held on rolls (iii) Total No. of Armed Guards on rolls (iv) Total No. of Loaders on rolls (Please enclose list of drivers, armed guards & loader separately for each Zone) Adequacy of fleet owned by the Agency to meet particular Zone's requirement. Minimum 80% fleet should be available	Total No. of Small Cash Van-Make- Vintage in years- No. of Drivers held- No. of Armed Guards – No.of Loaders-		
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 :-

Annexure – IV**NOTICE INVITING TENDER FOR EMPANELMENT AND AWARDING RATE CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING CASH VAN SERVICES AT TRICHY.****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 **5.00 Cr (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, Chennai.
6. Statutory norms like Minimum wages act; work man compensation act, EPF, ESIC & Third party insurance and insurance cover for the staff and property and any mandatory requirements laid down by the Government will be complied with. A monthly certificate on compliance of the above of the previous month will be provided along with the monthly bills.
7. The company has training facilities for the crew, where the staff will undergo periodic training and a certificate of such training will be submitted to the bank periodically.
8. The company has valid sanction for providing cash van services.
9. The company providing Armed Guard should be registered under **PSARA Act of 2005**.
10. The cash van will have RTO passing and applicable State Govt. registration and permits for commercial activity as required for the bank./branch
11. All the laws applicable to Union, State and local laws, ordinance, regulations and codes will be complied.

12. Will fully facilitate for the bank's compliance with regard to RBI guidelines on Code of Conduct in Outsourcing of Financial services by Banks.
13. I / We understand that if any false information is detected at a later date, any contract made between ourselves and Indian 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.
14. I / We agree that the decision of Indian Bank in selection of Service providers will be final and binding to me / us.
15. All the information furnished by me/us hereunder is correct to the best of my knowledge and belief.
16. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
17. 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.
18. 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.

Authorised Signatory

(Name & Designation, seal of the Service Provider)

Date:-

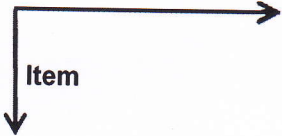
Place:-

Annexure-V
MANDATORY REQUIREMENTS

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

Sr. No	Mandatory Requirement	Complied
1.	Tender fee amount of ₹10000/- per van	Yes / No
2.	Earnest Money Deposit ₹1.00 lacs per van	Yes / No
3.	Covering letter on the prescribed format (Annexure-II)	Yes / No
4.	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)	Yes / No
5.	Declaration by the service provider as per Annexure-IV .	Yes / No
6.	The service provider should have branch offices at Zonal Office location for the Zone they are applying. (Enclose proof)	Yes / No
7.	Agency should have been in the business for minimum 3 years in providing cash van services to RBI / Financial Services	Yes / No
8.	The Agency providing the Armed Guards must have a valid PSARA for the states where the cash van will move	Yes / No
9.	The service provider should be registered with the Police & State regulators as per the relevant orders in respect of cash van services	Yes / No
10.	Adequacy of fleet owned by the Agency to meet particular Zone's requirement .Minimum 80% fleet should be available for the Zone	Yes / No
11.	Turnover of last -3- years, CA certificate in original to be enclosed	Yes / No

Annexure - VI
**INDIAN BANK, TRICHY ZONE
TENDER FOR OUTSOURCING OF CASH VANS**
FINANCIAL BID FOR CASH VAN

Sr. No.	Item Description	Rate In (Rs) to be quoted in figures and words
	<div style="text-align: center;"> Crew Combination  </div>	For Cash Van along with Driver, Cashier, two Armed Guards and one Loader for 2000 Kms to be used in a month Rate In figures and words
1 (a)	Monthly Charges for one cash Van for one month	
(b)	Charges for running one additional KM for one Cash Van	
(c)	Charges for running one Cash Van beyond 8 hours for an additional one hour	
	TOTAL PACKAGE COST	
	Annual increase (in percentage) in the rates quoted above :-	
	(i) On completion of first year	5%
	(ii) On completion of second year	5%

Awarding Rate Contract-

L-I will be decided on total package cost as given above and that shall be the bench mark. The selected bidders will have to provide the services at L-I rates. Failing to agree will lead to forfeiture of the EMD. As a result of this the services will be provided at the same rate.

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.

Note

Unit rate must be quoted in words.

- Unit rate must be inclusive of all taxes but excluding service tax which would be paid in addition at prevailing rates.
- In case of any discrepancy, unit prices quoted in words will be considered.

Authorized Signatory

(Name & Designation, seal of the service provider)

Date:-

Place:-