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| **CG52 यूको बैंक UCO BANK**  **(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)**  **सम्‍मान आपके विश्‍वास का Honours Your Trust** |
| **Zonal Office, UCO Bank, Himland Hotel .Shimla, H.P. -171001**  PHONE – 0177-2629860, 8626849616  **HIRING OF CASH VAN**  UCO Bank, Zonal Office, Shimla desire to hire services of three Cash Vans. Two cash vans for Shimla and one for Rohru along with driver, armed guard fitted with alarm system, grill, CCTV, mobile phone and GPS tracking system from Private Security Agency for remittance of cash to and fro between our various branches and currency chests located in Shimla and Rohru. For further details about terms and conditions etc. vendors may visit the Bank’s Website at [www.ucobank.com](http://www.ucobank.com/).The application in sealed cover should reach at the above address on or before 31/08/2021  Zonal Manager, Shimla |

**Invitations of bids for providing Hired Cash Van for cash remittance**

**in Shimla Zone**

1. Applications are invited from reputed Private Security Agencies (PSA) for providing hired services of Cash Vans in the State of Himachal Pradesh at Shimla and Rohru for remittance of cash to and fro between our various branches, offices and currency chests located in the states of Himachal Pradesh. Only those firms which fulfill following criteria will be considered for empanelment:-

a) Reputed security services providers specializing in providing Cash Vans for at least last Five years as on 31/03/2021.

b) Ability to undertake all remittance related work for all branches throughout the zone.

c) Ability to provide Customised Cash Vans (hereinafter referred as CCV) with drivers and with armed guards and loader as per specifications available at annexure-II of this advertisement. The bid shall remain valid and open for acceptance for a period of 60 days from the last date of submission of the tender.

d) Have adequate fleet of vehicles to cater for breakdowns and provide hassle free service.

e) Ability to provide drivers and guards and loader duly verified from the local police authorities.

f) Ability to commence service within 30 days from date of placement of order.

2. The vendor should meet the eligibility criteria as per details available at annexure I of this advertisement.

3. Date of opening of tender is 02.09.2021 and closing date is 31.08.2021. Bank reserves the right to shift date of opening of tenders depending upon the availability of committee members.

4. Proposed agreement to be signed with the vendor is also available at Annexure III of this advertisement.

5. The Bidders shall submit the EMD, Tender Fees, Tender processing fees and Technical Bid in one sealed cover and the Financial Bids in another sealed cover duly superscribed, then these sealed covers are to be put in a bigger cover and should also be sealed and superscribed “Tender for hiring of cash vans”. All sealed covers are to be addressed to **“The Zonal Manager, UCO Bank, Zonal Office, Himland Hotel Shimla, H.P. 171001”** and will be put in the Tender Box provided at the above address by **1500 hrs on or before 31 Aug 2021.** Conditional Bids will be summarily rejected. Each bidder shall submit only one bid. In case a bidder submits more than one bid, then all bids submitted by that bidder will be summarily rejected. The process of opening of bids will be as under:

a) Part I. Technical bids (annexure-V) to include profile of the company, list of major existing clients, registration number and sales tax details/GSTN, clearance from local police/other authorities/type of vehicle. Technical Bids will be opened at 1100 hrs on 02/09/2021 and after scrutiny of the Technical Bids, Financial Bids will be opened on the same day at the same address.

b) Part II. Financial Bid (annexure-VI) Net rates (inclusive of all taxes and levies) per month to be quoted separately for 3 alternatives viz. CCV with driver only (for **9 hrs per day** and **4000**/**5000/7500 kms per month**). Rates for armed guard and loader will be quoted separately as per ‘Annexure VI’.

6. Part II will be opened only if Bank is satisfied with Part I. Bank reserves the rights to reject any/all bids without assigning any reason thereto. All pages of the tender should be signed and stamped by the vendor while submitting the tender.

7. The Tender document fee of Rs.1000/-(Rupees one thousand only) (Non-refundable); the Earnest Money Deposit (EMD) amounting to Rs.30000/- (Rupees thirty thousand only are to be enclosed in the form of Demand Drafts/pay orders drawn separately in favour of `UCO Bank, Zonal Office, Shimla payable at Shimla, with the Technical Bid, failing which the tender will be rejected.

8. All liabilities arising out of accident or death while on duty shall be borne by the PSA.

9. Any effort by a bidder to influence Bank’s processing of bids or award of contract may result in the rejection of the bidder’s bid.

10. The bidder shall quote the rates in Indian Rupees. No alteration/cutting/overwriting is permitted in the Financial Bids. The bidder shall take care that the rate and amount are written in such a way that interpolation is not possible.

11. For further details about terms and conditions etc. vendors may visit the Bank’s Website at [www.ucobank.com](http://www.ucobank.com).

12. 12. For any other queries, vendors may contact the **General Administration Department, Zonal Office, Shimla** on working days between 11 A.M. to 4 P.M.

**ZONAL MANAGER**

**UCO BANK,**

**Zonal Office, Shimla**

**ANNEXURE I**

**ELIGIBILITY CRITERIA OF VENDORS FOR PROVIDING CUSTOMISED CASH VANS**

1. Private Security Agency (PSA) providing Customised Cash Van (CCV) should have been in business for the last Five years as on 31/03/2021.
2. PSA should have a credible supervisory infrastructure and network for provision of maintenance of Cash Vans as also for follow up with law enforcing agencies.
3. PSA should have a Certificate of Registration with Registrar of Companies or Registrar of Firms or have a letter of proprietorship.
4. PSA should have appropriate license to engage in the business of private security agency as per the provisions of the Private Security Agencies ( Regulation ) Act, 2005 ( PSARA 2005 ) for concerned state I.E. H.P.
5. PSA should provide the latest Income Tax Assessment Order and PAN Number.
6. PSA should provide the latest Audited Balance Sheet.
7. PSA should be registered with Shops & Establishment Act and provide latest Certificate for ESI Corporation.
8. PSA should provide the latest certificate for EPF Organisation under EPF and Misc provision Act 1952 if applicable as per criteria of number of employees held.
9. PSA should be registered with the Govt. under the Contract Labour Act (Regulation & Abolition) 1970.
10. PSA should be registered under the appropriate authority for service tax/GST.
11. Due weightage shall be given if PSA is sponsored/registered with the Directorate General of Resettlement, Ministry of Defence, RK Puram, New Delhi and is a provider of services to PSBs and PSUs.
12. In case the PSA is asked to deploy Armed Private Security Guards along with the CCVs they will have to submit copies of the Gun Licence of each Guard and confirm having taken adequate action as provided under Rule 62(3) of the Indian Arms Rules 1962.

**ANNEXURE II**

**VEHICLE SPECIFICATION**

**Customized Cash Van provided by the PSA should meet the following criteria**:-

a) Comprehensive Insurance of the cash van against all risks including fidelity insurance in respect of drivers, armed guards and loader must be available and the vehicle must be roadworthy.

b) Cash Van should not be more than 2 years old on the date of commencement and 5 years at the time of renewal of the agreement.

c) Adequate space for keeping currency with two armed guards.

d) Vehicle should contain adequate fuel and be available at minimum notice as per timings laid down by the bank.

e) All glass panes and wind screen should be covered with iron grill or wire mesh.

f) All doors should have double locks i.e., one from inside and other from outside.

g) Alarm system with siren should be fitted with activation points with guard, driver and in rear cabin.

h) It should have adequate arrangements of chaining of cash boxes to the body of the vehicle.

i) Cash van should have a fire extinguisher and a first aid box.

j) Cash van should be provided with a functional cellular / mobile phone.

k) There should be a secure partition between driver’s cabin and cash box area.

l) It should have adequate portholes for observation and use of weapon by guards.

m) The cash van should have anti theft / burglary central locking system for side and rear doors (as in case of cars).

n) Easy maneuverability in narrow lanes and congested areas, where applicable.

o) All essential features of an efficient vehicle requiring minimum maintenance and providing maximum driving and riding comfort.

p) Should conform to local laws stipulated by transport department and other government bodies as well as pollution norms.

q) GPS tracking system with advance features should be installed in Cash Van.

r) Cash Van should be equipped with CCTV system with 4 camera, Mobile DVR and 30 days storage capacity. DVR should have GSM module with SIM (with sufficient data plan) for remote viewing, monitoring and backup of data.

**ANNEXURE III**

**MODEL FORMAT OF AGREEMENT FOR HIRING OF CUSTOMISED CASH VANS**

(To be stamped with twice the duty of an Agreement (Agreement + Indemnity)

**AGREEMENT**

This agreement is made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_

**BETWEEN**

UCO Bank, a body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at 10, BTM Sarani (Brabourne Road), Kolkata-700 001 and inter-alia, Zonal/Branch Office at Shimla (hereinafter called the “First Party” which term shall, wherever the context so permits, mean and include its successors and assigns) of the First Part;

**AND**

M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Proprietorship concern/Partnership Firm/Private/Public Limited Company/Private Security Agency (PSA) having its Office/Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the PSA which expression shall, wherever the context so permits, mean and include its successors and assigns) of the Second Part;

**Whereas**

1. The Bank is engaged in the business of banking and is desirous of strengthening its cash remittance services between its various Branch Offices, Currency Chests as well as its clients;
2. The PSA is engaged and experienced in the business of assisting Banks and others in such cash remittance and wishes to offer its services to the Bank.

**IT IS NOW AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS :**

* + - 1. **Period of the Agreement**

This agreement shall come into effect from \_\_\_\_\_\_\_\_\_\_\_\_ and continue to be in force for a period of 3 years upto and inclusive of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or its sooner determination in terms hereof.

* + - 1. **The service**

The PSA agrees to provide to the Bank its Customised Cash Vans (CCVs) with drivers, guard and loader /without guards and loader for cash remittance as may be requested and authorized by the Bank to PSA from time to time in the manner and on the terms and conditions hereinafter set out and the Bank agrees, on the basis of the representations and undertakings made by the PSA as stated hereinafter, to avail the service from the PSA. The service of cash vans will be provided for 9 hours daily subject to maximum 250 hrs. per month. The kilometerage per vehicle will be 4000/5000/7500 KM per month on daily cumulative basis. Services provided in excess of these limits will be charged extra as per rates agreed between the Bank and PSA.

* + - 1. **The PSA’s representations, Undertakings and Covenants.**
  1. The PSA represents that it will comply with all legal requirements and obtain such licences, approvals and consents, if any, prescribed/required under any law/rules/regulations, and keep them valid.
  2. The PSA represents that it is adequately equipped, in terms of infrastructure, manpower and expertise to provide the Service and undertakes to provide the service all the time during the period of this agreement.
  3. The PSA agrees that the personnel including its owner(s), director(s), partner(s) employee(s) engaged by the PSA in relation to the Service will be the sole responsibility of the PSA as to their costs and consequences arising out of their engagement or conduct. It is understood that the Bank shall not be liable to pay any remuneration or compensation to the PSA or any of the personnel (including its owner(s), director(s), partner(s), employee(s) and any representative(s) engaged by the PSA in relation to the service except the fee payable to the PSA.
  4. **The PSA shall ensure that** :-
  5. The CCVs shall be placed at the time and place appointed by the First Party fully equipped and fit to perform duties. Timings and place will be laid down in the approval letter.
  6. The driver/guard/loader of the CCV will be properly verified by the local police. They should carry tamper proof photo identity cards issued by the PSA and wear prescribed uniform. A copy of the police verification report will be provided to the bank in respect of all drivers, guards and loaders provided by the PSA.
  7. Only the type of vehicle listed as at para 8.1 (i) below shall be provided. There shall be no variation.
  8. At no point of time during the prescribed duty hours, drivers/ guards and loaders will leave their place of duty. The PSA shall arrange to send a relief/substitute wherever the regular driver(s)/guard(s) is (are) absent or on leave. The relief/substitute shall also be a person duly verified by the police.
  9. The PSA shall provide a “Checking Register” with each CCV site for the purpose of checking carried out by the PSA and First Party authorities.
  10. **The PSA shall**
  11. Maintain up-to-date record of all drivers/guards as per Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity, Bonus Act, Workmen’s Compensation Act, Contract Labour (Regulation & Abolition Act) etc. or under any other State/Union Legislation in respect of drivers/guards engaged by the PSA.
  12. Take full responsibility of all acts of commission and/or omissions by their drivers/guards/loaders or any injury or mishap caused during the course of transport or during rendering the service and will meet all liabilities arising out of such situations.
  13. Change the driver/guard/loader immediately on instructions from the First Party if the performance of a particular driver/guard/loader is not acceptable or found physically/medically unfit and decision of the First Party shall be final in this regard.
  14. **Be absolutely responsible for the payment of salary, all other statutory obligations for drivers/guards/loaders (or their dependents), on account of salary/wages, bonus, arrears, employment/termination benefit compensation or other claim whatsoever under Workmen’s Compensation Act or any other law and the First Party has no connection in relation to such matters.**
  15. In case of any mishap/injury sustained by the driver/guard/loader of whatsoever nature (Minor/major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the PSA and not of the First Party.
  16. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by the PSA to First Party without any demur, with interest at the rate 15% p a.
  17. In the event of theft, robbery, dacoity or pilferage of the First Party’s property or materials, the PSA shall actively assist the First Party for the investigation of the case and if negligence/collusion of drivers/guards/loader is established, such loss due to theft etc. is to be made good by the PSA. PSA agrees to indemnify such loss, irrespective of the fact that such risk might have been insured.
  18. In case of any property loss/injury to any one of First Party staff due to negligence of the PSA driver/guard/loader or due to dereliction of duty or in-attentiveness or negligence of the driver/guard/loader, all liabilities arising out of such incident will be fully met by the PSA. PSA agrees to indemnify the loss.
  19. Furnish the names and permanent and local addresses of the drivers, security guards and loader being posted for the above purpose from time to time along with their latest photographs, thumb impression, signatures and character & antecedent verification report carried out by the Police.
  20. Furnish the proof of having paid the wages, provident fund contributions and other legal liabilities to the driver(s) and security guard(s) loader(s) engaged by them, within one week of the disbursement of wages to them. If proof is not tendered, the First Party may not reimburse the payment due to the PSA.

1. **CCV provided by the PSA should meet the following criteria :**
   1. Comprehensive insurance of CCV against all risks must be available. Vehicle must be roadworthy.
   2. It should not be more than 2 years old on the date of commencement and 5 years at the time of renewal of the agreement. However, condition of vehicle should be up to the satisfactory level of bank.
   3. Ensure availability of Adequate space for keeping currency in the back portion.
   4. Vehicle should contain adequate fuel and be available at minimum notice as per timings laid down by the bank. *Fueling* of the vehicles will be done before the reporting time fixed by the bank.
   5. All glass panes and wind screen should be covered with iron grill or wire mesh.
   6. All doors should have double locks i.e. one from inside and other from outside.
   7. Alarm system with siren should be fitted with activation points with guard, driver and rear cabin.
   8. It should have adequate arrangements of chaining of cash boxes to the body of the vehicle.
   9. Cash Van should have a fire extinguisher and a first aid box.
   10. Cash Van should be provided with a functional cellular/mobile phone.
   11. CCV should have a secure partition between driver cabin and cash box area.
   12. CCV should have adequate portholes for observation and use of weapons by guards.
   13. CCV should have anti theft/burglary central locking system for side and rear doors (as in case of cars).
   14. Easy maneuverability in narrow lanes and congested areas, where applicable.
   15. All essential features of an efficient vehicle requiring minimum maintenance and providing maximum driving and riding comfort.
   16. Should conform to local laws stipulated by transport department and other government bodies as well as pollution norms.
   17. Cash Van should be equipped with CCTV system with 4 camera, Mobile DVR and 30 days storage capacity. DVR should have GSM module with SIM (with sufficient data plan) for remote viewing, monitoring and backup of video data.
2. **Relationship**

It is agreed and understood by the parties that neither the PSA nor any employee or the personnel engaged by the PSA for the purpose of the service (including its owner(s), director(s), partner(s), employee(s) and representative(s) shall have employee employer relationship with the Bank.

1. **The PSA’s Indemnity and Assurance**
   1. The PSA hereby expressly agrees to indemnify the Bank and keep the Bank indemnified against all losses, liability or obligation arising out of its conduct or that of any of the personnel including its owner(s), director(s), partner(s), employee(s) and representative(s) in connection with the service and this agreement.
   2. The PSA further agrees to provide an interest free Security Deposit equivalent to one month’s charges per cash van. Their deposit shall be returned on termination of this agreement.
   3. The PSA shall take and service the policy of fidelity insurance in respect of drivers and guards provided and comprehensive/3rd party insurance for CCV as its own cost and furnish a copy to the Bank.
2. **In case on any day/during any period the PSA fails to provide CCV or the guard/loader, the bank will remit the cash under own arrangements, and double the pro rata charges will be debited from PSA’s bill every month.**
3. **The Bank’s covenant**
   1. The Bank shall in consideration of the services, pay to the PSA charges through Managers Cheque on monthly basis for

i)Number of vehicles \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Meterage to be covered per month\_\_\_\_\_\_\_\_\_\_\_\_ KM
  2. Charges to be paid would be Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month upto **\_\_\_\_\_\_\_\_\_\_\_\_** KM duty per month. Additional charges will be @ Rs.\_\_\_\_\_\_\_\_\_\_\_\_ per K.M. The duty hours would be 250 hours per month on cumulative basis. Additional charges for duty hours beyond 250 hrs. would be @ Rs.\_\_\_\_\_\_\_\_\_\_ per hour.
  3. The charges payable are all inclusive and no other expenses would be reimbursed to the PSA. Rates include all taxes, levies, cell phone charges, fuel charges, insurance premium, salaries/wages etc. to be paid to the Govt. or any other bodies or drivers or guards or loader provided with CCV.
  4. The Bank shall not be liable to pay to the PSA any amount (whether by way of compensation, remuneration, reimbursement or otherwise) other than the fee as aforesaid, in relation to the service.
  5. The distance will be calculated from Nodal Branch office/Currency Chest or the Initial Reporting Point to place of work only. Distance covered from PSA’s depot or overnight parking place to the Initial reporting Point will not be included. Similarly, any meterage spent for repairs etc. or any other work not assigned by the Controlling/Designated Officer of the Bank will be EXCLUDED. A proper log book will be maintained for each CCV. Each page will be initialed by the driver of the PSA and designated officer of BO DAILY. Monthly summary will be signed by the Branch Incumbent and Authorised Officer of the PSA and presented to the Paying authority along with the Monthly Bill.
  6. No extra meterage or additional working hours (i.e. beyond 250 hrs. per month) is permitted except with the prior and written sanction of the Branch Incumbent. Delays on account of breakdowns due to external events such as accidents, road blocks, unusual traffic jams or work assigned by the vendor will be EXCLUDED while working out the total hours done. Time of reporting and time of dispersal will be recorded daily and initialed by the Designated Official of the BO for cash remittance.
  7. Payment will be made by the Bank within 10 working days of the presentation of the Bill. There will be no enhancement in rates/charges during the validity period of the present agreement. No other charges shall be payable to the PSA, except the agreed amount.

1. **Non Exclusive Agreement**

It is expressly agreed and understood between the parties hereto that this agreement is on non exclusive basis and the PSA does not have any exclusive right to provide the said services set out herein to the Bank and that the Bank is free to engage as many companies/firms, whether similar or otherwise, to provide such services and enter into agreements with any other person, Firm, Company, Organisation, as may be deemed fit by the Bank. The PSA shall also be at liberty to secure assignments from any other body Corporate or Bank.

1. **Publicity**

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

1. **Miscellaneous**
   1. The Bank may amend this agreement by giving a notice of one month of such amendment to the PSA, on the address first stated above.
   2. The Bank shall have a right to terminate this agreement any time without assigning any reason whatsoever. On such termination, the First Party will have right to get service from other Agencies or make such alternate arrangements, as it deem fit, without any let or hindrance and if termination is caused due to any default or non-performance or unsatisfactory performance of PSA. PSA shall be liable to pay damages being the extra cost to be incurred by the First Party. PSA shall reimburse the amount claimed by the First Party immediately after demand.
   3. This agreement shall stand terminated in the event of :
2. Any of the PSA representations and undertakings being or becoming incorrect or untrue.
3. Breach by the PSA to observe any of the terms and conditions contained herein or under any of the letters of request and authorization issued by the Bank in pursuance hereof or under any other agreement entered by the PSA or any of its personnel (including its owner(s), director(s), partner(s), employee(s) and representative(s) and
4. Insolvency or bankruptcy of the PSA or any of its personnel including its owner(s), director(s), partner(s), employee(s) and representative(s).
   1. The PSA shall not assign the rights or obligations hereunder, unless permitted by the Bank.
   2. The Bank may assign its rights and obligations hereunder in its sole discretion.
   3. i) Any notice , demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or make if sent by registered A D at the address and to the authorized person at following address :

**Name & Address of PSA**   **Name & Address of Bank**

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ii) This Agreement shall be governed by and shall be construed in accordance with Indian Laws. Any legal action or proceeding out of this Agreement shall be brought under the jurisdiction of the courts and tribunals of Shimla only

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

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| **For the Bank**  For UCO Bank  (First Party)  Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation\_\_\_\_\_\_\_\_\_\_\_\_\_  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **For the PSA**  For & on behalf of M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Second Party)  Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ANNEXURE-IV**

**OTHER TERMS & CONDITIONS**

**A) The PSA to ensure the following :-**

1. The identity of the driver of the Customized Cash Van and the guards/loaders should be properly verified by the local police. They should carry tamper proof photo identity cards issued by the PSA and wear prescribed uniform. A copy of the police verification report will be provided to the Bank in respect of all drivers, loaders and guards, provided by the PSA.
2. At no point of time during prescribed duty hours, drivers/loaders and guards will leave their place of duty. The PSA will arrange to send a relief/substitute wherever the regular driver(s)/guard(s)/loader(s) is (are) absent or on leave. The relief/substitute shall also be personnel, duly verified by the police.
3. The PSA has to change driver/loader /guard immediately on the instruction from Bank if the performance of a particular driver/guard/loader is not acceptable or found physically or medically unfit.
4. The PSA should maintain utmost secrecy regarding movement of their vehicle and treasure. The contractor shall ensure that its personnel shall not at any time divulge or make known to anyone regarding movement of cash between our branches and shall not disclose any information about the movement of the cash van from one place to another. The PSA shall not, either during the term or after expiration of this Contract disclose any proprietary or confidential information related to the movement of cash and/or operations of branches, application/software, hardware, business data, lay-out of the branches and any other information / documents without the prior written consent of the Bank. The PSA shall be liable to fully compensate the Bank for any loss of revenue arising from breach of confidentiality. The Bank reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to the dispute arising out of breach of obligation by the Bidder under this clause.
5. JURISDICTION OF COURT:- The courts at Shimla shall have the exclusive jurisdiction to try all disputes, if any, arising out of this contract between the parties.
6. ANTECEDENT VERIFICATION: - The antecedents of all staff deployed by the PSA shall have verification from the police authorities and an undertaking in this regard will be submitted to the Bank by the PSA. The PSA shall provide to the Bank curriculum vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, permanent/present residential address, marital status, etc.

**B)** **The PSA shall** ;

1. Maintain up-to-date records of all drivers/guards as per Shops & Establishment Act and will discharge all obligations under various Labour Laws viz. EPF Act, ESI Act, Gratuity, Bonus Act, Workmen’s Compensation Act, Contract Labour (Regulation & Abolition) Act etc. or under any other State/Union Legislation in respect of drivers/guards engaged by the PSA.

ii) Take full responsibility of all acts of commission and/or omissions by their drivers/loaders/guards or any injury or mishap caused during the course of transport or during rendering the service and will meet all liabilities arising out of such situations.

iii) Be absolutely responsible for the payment of salary, all other statutory obligations for drivers/guards/loaders or their dependents, on account of salary, wages, bonus, arrears, employment/termination benefit compensation or other claim whatsoever under Workmen’s Compensation Act or any other law and the Bank will have no connection in relation to such matters.

iv) In case of any mishap /injury sustained by the driver/guard/loader of whatsoever nature (minor/major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the PSA and not of the Bank.

v) If for any reason, compensations, costs etc. are paid by the Bank, the same shall be reimbursed by the PSA to the Bank without any demur, with interest at the rate as applicable.

vi) Furnish the names and permanent and local addresses of the drivers, loaders and security guards being posted from time to time along with their latest photographs, thumb impression and signatures.

vii) furnish proof of having paid the wages, provident fund contributions and other legal liabilities to the driver(s)/loader(s) and security guard(s) engaged by them, within one week of the disbursement of wages to them and payment of dues to PSA would be released on submission of such proof.

**C)** **The PSA`s Indemnity and Assurance :-**

i) The PSA should comply with all legal requirements and obtain such licenses, approvals and consents, if any prescribed/required under any law/ rules/regulations, and keep them valid.

ii) The Bank will not be liable to pay any remuneration or compensation to the PSA or any of the personnel (including its owner(s), director(s), partner(s), employee(s) and any representative(s) engaged by the PSA in relation to the service except the fee payable to the PSA.

iii) The PSA to indemnify against all losses, liability or obligation arising out of its conduct or that of any of the personnel including its owner(s), director(s), partner(s), employee(s) and representative(s) in connection with the service and this agreement.

iv) The PSA to provide the interest free security deposit/Bank guarantee equivalent to one month’s charges per cash van. This will be returned on termination of the agreement.

v) The PSA shall take and service the policy of fidelity insurance in respect of drivers and guards provided and comprehensive 3rd party insurance for Customized Cash Van at its own cost and furnish a copy to the Bank.

vi) In case on any day during any period PSA fails to provide Customized Cash Van or guard the Bank will remit the cash under own arrangements, and double the pro rata charges will be debited from PSA`s bill every month.

**ANNEXURE-V**

**TECHNICAL BID**

Company Details (To be filled by the tenderer)

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| 1 | Name and full address of the Agency/ Company/ Organization |  |
| 2 | Registered Office with full address, Telephone No(s) Fax No(s) E-mail address Website URL |  |
| 3 | Details of PASARA License | License No. Valid Upto |
| 4 | Income Tax Registration number. (PAN) |  |
| 5 | GSTN |  |
| 6 | Provident Fund Registration Number |  |
| 7 | ESIC Registration Number |  |
| 8 | Registration under Section 12 of Contract Labour (R&A) Act 1970. |  |
| 9 | DGR empanelment, if applicable |  |
| 10 | Whether Public Limited company or Private Limited Company or any other entity (Give details) |  |
| 11 | Name and addresses and designation of the persons who will represent the Agency while dealing with the BANK. (Attach letter of authority) |  |
| 12 | Names of clients and quantum of work to whom the security services have been provided. |  |

Note: Above details are mandatory, Agency may use additional sheets for this purpose and enclose self attested copies of the relevant documents

(Authorized Signatory)

Name: Designation:

Place:

Date:

**ANNEXURE-VI**

**FINANCIAL BID-**

Monthly rate for providing dedicated cash van with driver for branches located under Shimla zone, as and when required), for an assured distance of 4000/5000/7500 kilometers per month. The remittance shall be carried out between sunrise and sunset.

The rates may be quoted (both in figures and words) in the following format only -

|  |  |  |
| --- | --- | --- |
| 1 | Monthly charges for: | Rs. Per Month |
|  | a) 4000 Kms/Month including Driver |  |
| b) 5000 Kms/Month including Driver |  |
|  | c) 7500 Kms/ Month Including driver |  |
| 2 | Monthly charges for Loader | Rs. Per Month |
|  | (as per minimum wage act |  |
| 3 | Charges for Extra Kilometer beyond 4000/5000/7500 Kms | Rs. Per Kilometer |
|  |  |  |
| 4 | Charges for Extra Hour beyond 9 Hours Per Day | Rs. Per Hour |
|  |  |  |
| 5 | Charges for Cash Handling services | Rs Per Month |
|  |
| 6 | Monthly charges for each Armed Security Guard  (as per minimum wage act) | Rs. Per Month |
|  |

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Agency: Address:

Location:

Date: