

ANNEXURE-I

**INVITATION OF BID FOR PROVIDING HIRED CASH VAN SERVICES FOR CASH
REMITTANCE**

1. Applications are invited from reputed private security agencies(PSA) for providing hired services of 4 nos. of cash vans for remittance of cash to and from between our various branches, offices and currency chest located in Kolkata Zone of UCO Bank which includes the Kolkata and South Kolkata District of West Bengal .Only those firms which fulfill following eligibility criteria will be considered for empanelment:-
 - (a) Reputed security services providers specializing in providing Cash Vans for at least last 5 years as on 1st April, 2017.
 - (b) Ability to undertake all remittance related work for all branches throughout the zone and valid PSARA License.
 - (c) Have adequate fleet of vehicles to cater for breakdowns and provide hassle free service.
 - (d) Ability to provide drivers and guards duly verified from the local police authorities.
 - (e) Ability to commence service within 15 days from date of placement of order.
2. The vendor should meet the eligibility criteria as per details available at our website www.ucobank.com .
3. Proposal agreement to be signed with the vendor is also available at the above mentioned website.
4. Application is to be sent to the undersigned in two sealed covers by 1500 hrs. on or before 12 June 2017... as under:
 - (a) **Part-I** Technical bids to include profile of the company, list of major existing clients ; registered number and sales tax details, clearance from local Police /other authorities/type of vehicle .
 - (b) **Part-II** Net rates upto 1500 KM (inclusive of all taxes and levies)per month to be quoted separately for 3 alternatives viz.,
Small cash van based on Tata 207 or equivalent like Bolero and Marshall Jeep etc.
 - i) Cash van without armed guard for ----- KM (for different KMs as per requirement)
 - ii) Cash van with armed guard for----- KM (for different KMs as per requirement)
 - iii) Cash van with 2 armed guard for ----- KM(for different KMs as per requirement)Rates of Overtime for armed guard above 200 hour cumulative basis
Rates of Overtime for driver above 200 hour cumulative basis

Note:- Cash van should have fitted with real time GPS tracking (vehicle) with dedicated IP.

5. 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.
6. For any other queries, vendors may contact the undersigned on working day between 11 A.M. to 4 P.M.

NAME : Suresh Chauhan

DESIGNATION : Zonal Security Officer

ADDRESS : 15/1A,Gariahat Road, 1st floor,Kolkata.

Telephone : 03344558343

ANNEXURE- II**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 1st April, 2017.
2. PSA should have a credible supervisory infrastructure and network for provision of maintenance of CCVs as well as for follow up with law enforcing agencies.
3. PSA should have a Certificate of Registration from Registrar of Firms or have a letter of proprietorship.
4. PSA should have the latest Income Tax Assessment Order and PAN Number.
5. PSA should provide the latest Audited Balance Sheet.
6. PSA should be registered with shops & Establishment Act and provide latest Certificate for ESI Corporation.
7. 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.
8. PSA should be registered with the Govt. under the Contract Labour Act (Regulation & Abolition), 1970.
9. PSA should be registered under the appropriate authority for service tax.
10. Due weight age to 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.

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, Kolkata Zonal Office, 15/1A Gariahat Road Kolkata – 700019. (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

- a) 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;
- b) 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 24 months up to and inclusive of _____ or its sooner determination in terms hereof.

2. The service

The PSA agrees to provide to the Bank its Customized Cash Vans (CCVs) with drivers and with/without guards 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 8 hours daily subject to maximum 192 hrs. per month. The kilometrage per vehicle will be 1500 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.

3. The PSA's representations, Undertakings and Covenants:

- 3.1 The PSA represents that it will 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.
- 3.2 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.
- 3.3 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.
- 3.4 The PSA shall ensure that :-
- i) 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.
 - ii) The driver of the CCV and the guards 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 and guards provided by the PSA.
 - iii) Only the type of vehicle listed as at para 8.1 (i) below shall be provided. There shall be no variation.
 - iv) At no point of time during the prescribed duty hours, drivers and guards 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.
 - v) 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.

3.5 The PSA shall

- i) 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.
- ii) Take full responsibility of all acts of commission and/or omissions by their drivers/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) Change the driver/guard immediately on instructions from the First Party if the performance of a particular driver/guard is not acceptable or found physically/medically unfit and decision of the First Party shall be final in this regard.
- iv) **Be absolutely responsible for the payment of salary, all other statutory obligations for drivers/guards (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.**
- v) In case of any mishap/injury sustained by the driver/guard 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.
- vi) 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.
- vii) 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 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.
- viii) In case of any property loss/injury to any one of First Party staff due to negligence of the PSA driver/guard or due to dereliction of duty or inattentiveness or negligence of the driver/guard, all liabilities arising out of such incident will be fully met by the PSA. PSA agrees to indemnify the loss.
 - ix) Furnish the names and permanent and local addresses of the drivers and security guards being posted for the above purpose from time to time along with their latest photographs, thumb impression and signatures.
 - x) Furnish the proof of having paid the wages, provident fund contributions and other legal liabilities to the driver(s) and security guard(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.

4. **CCV provided by the PSA should meet the following criteria :**

- 4.1 Comprehensive insurance of CCV against all risks must be available. Vehicle must be roadworthy.
- 4.2 It should not be more than 2 years old on the date of commencement/renewal of the agreement. However new vehicles will be preferred.
- 4.3 Adequate space for keeping currency with two guards with weapons to sit in the back portion.
- 4.4 Vehicle should contain adequate fuel and be available at minimum notice as per timings laid down by the bank.
- 4.5 All glass panes and wind screen should be covered with iron grill or wire mesh.
- 4.6 All doors should have double locks i.e. one from inside and other from outside.
- 4.7 Alarm system with siren should be fitted with activation points with guard, driver and rear cabin.
- 4.8 It should have adequate arrangements of chaining of cash boxes to the body of the vehicle.
- 4.9 Cash Van should have a fire extinguisher and a first aid box.
- 4.10 Cash Van should be provided with a functional cellular/mobile phone.
- 4.11 CCV should have a secure partition between driver cabin and cash box area.
- 4.12 CCV should have adequate portholes for observation and use of weapons by guards.
- 4.13 CCV should have anti theft/burglary central locking system for side and rear doors (as in case of cars).
- 4.14 Easy maneuverability in narrow lanes and congested areas, where applicable.
- 4.15 All essential features of an efficient vehicle requiring minimum maintenance and providing maximum driving and riding comfort.
- 4.16 Should conform to local laws stipulated by transport department and other government bodies as well as pollution norms.
- 4.17 The CCV should have fitted with real time GPS tracking (vehicle) with dedicated IP.
- 4.18 The CCV should be preferably tube less tyre, fog light during night and glass will be covered with net.

5. **Relationship**

It is agreed and understood by the parties that neither the PSA nor any employee of 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.

6. **The PSA's Indemnity and Assurance**

- 6.1 The PSA hereby expressly agrees to indemnify the Bank and keep the Bank indemnified against all loss, liability or obligation arising out of its conduct or that of any of the personnel including its owner(s), director(s), partner(s), employee(s) and representative(s) in connection with the service and this agreement.
- 6.2 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.

6.3 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.

7. **In case on any day/during any period the PSA fails to provide CCV or the 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.**

8. **The Bank's Covenants**

8.1 The Bank shall in consideration of the services, pay to the PSA charges through Managers Cheque on monthly basis as indicated below.

i) Type of Vehicle

Small cash van based on Tata 207 or equivalent like Bolero and Marshall Jeep etc.

ii) Number of vehicles _____

iii) Meterage to be covered per month _____ KM

8.2 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 200 hours per month on cumulative basis. Additional charges for duty hours beyond 200 hrs. Would be @ Rs. _____ per hour.

8.3 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 provided with CCV.

8.4 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.

8.5 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 meter age 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 Authorized Officer of the PSA and presented to the Paying authority along with the Monthly Bill.

8.6 No extra meterage or additional working hours (i.e. beyond 200 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.

8.7 Payment will be made by the Bank within 7 working days of the presentation of the Bill. There will be no enhancement in rates/charges during the validity period of the present agreement. No other charges shall be payable to the PSA, except the agreed amount.

9. **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, Organization, 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.

10. **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.

11. **Miscellaneous:**

11.1 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.

11.2 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.

11.3 This agreement shall stand terminated in the event of :

- i) Any of the PSA representations and undertakings being or becoming incorrect or untrue.
- ii) 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
- iii) Insolvency or bankruptcy of the PSA or any of its personnel including its owner(s), director(s), partner(s), employee(s) and representative(s).

11.4 The PSA shall not assign the rights or obligations hereunder, unless permitted by the Bank.

11.5 The Bank may assign its rights and obligations hereunder in its sole discretion.

11.6 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 made 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

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 Kolkata High Court.

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

For the Bank

For the PSA

For UCO Bank

For & on behalf of M/s. _____

(First Party)

(Second Party)

Name

Name

Designation

Designation

Date

Date