

**TENDER DOCUMENT**

**FOR**

**PROVIDING HIRED CUSTOMISED CASH VAN SERVICES FOR CASH REMITTANCE  
IN BRANCHES/OFFICES UNDER PNB-AGRA ZONE**

PUNJAB NATIONAL BANK  
Security Department,  
Zonal Office  
1-2 Raghunath Nagar,  
Opposite Sanjay Place,  
MG Road,  
Agra - 282002

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**PART-A**

**GENERAL TENDER DETAILS –SCHEDULE**

Sr.No.	Tender Ref No	Tender no: ZOAGRA/CCV/22-23 2088
1	Name of the Tender	INVITATION OF BIDS FOR PROVIDING CUSTOMISED HIRED CASH VAN SERVICES FOR CASH REMITTANCE IN BRANCHES/OFFICES UNDER PNB-AGRA ZONE
2	Date of commencement of Tender	26.12.2022
3	Last Date for seeking the clarification/Queries	05.01.2023 till 17:00 Hrs
4	Last date and time for downloading tender	17.01.2023 till 14:00 hrs
5	Bid Preparation and Hash Submission	17.01.2023 till 14:00 hrs
6	Closing for Bids	17.01.2023 till 17:00 hrs
7	Last Date for Bid Submission and re-encryption	From 17.01.2023 till 17:00 hrs
8	Last Date for Technical Bid Submission in Physical form	19.01.2023 till 1700 Hrs
9	Technical Bid Opening	18.01.2023 at 14:00hrs to 17:00 Hrs
10	Commercial Bid Opening	23.01.2023 till 1100 Hrs to 1400 Hrs
11	Place of opening of Bids	Punjab National Bank, Zonal Office, 1-2 Raghunath Nagar, Opposite Sanjay Place, MG Road, Agra- 252002 (UP)
12	Communication for any queries	Major Vipin Kumar Ph. 8057408888 zoagrased@pnb.co.in at office hours 10:00 AM to 17:00 PM
13	Estimated Cost for Running Small 17 Nos of AC cash van with driver, 01 loader and 01 Armed guard for 01 years	Rs. 1.60 Crores (inclusive of all taxes, fuel charges, levies, wages, insurance etc.) + GST
14	Earnest Money Deposit	Rs 3.20 Lacs in the form of Demand Draft (valid for 06 months) in the name of Punjab National Bank, Agra. As soon as a party is selected for award, EMD of all unsuccessful parties shall be refunded/returned. EMD of success full bidder shall be returned after execution of agreement with Circle office/Currency Chest and submission of 5% Security Deposit to Respective office. MSME registered firms shall be exempted from submitting EMD.
15	Performance Security Deposit	5% of the value of the Awarded contract in the form of Bank Guarantee as per format (Annexure - K)

16	Cost of RFP/Tender Fee	<p>A non-refundable amount of Rs.5900.00 (including GST) through demand draft in favor of Punjab National Bank” payable at Agra</p> <p>Firms registered under MSMEs would be exempted from submission of Tender fee/cost and from payment of earnest money, if bidder can furnish requisite proof subject to the satisfaction of Bank.</p>
17	Site for downloading the tender and hyperlink for E tendering portal	<p><a href="https://www.pnbindia.in/Tender.aspx">https://www.pnbindia.in/Tender.aspx</a> tender download document site.</p> <p><a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a> - e tender portal site</p>
18	Contact to Bidders	<p>Interested Bidders are requested to send the email to zoagrsec@pnb.co.in containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, Mailing address with Pin Code, Telephone No.; email address, Mobile No. etc.</p>

**Note: -**

- 1 Technical Bids will be opened online as well as in physical form **but Commercial bid will be opened online only**; Bidders may view the details through their terminal using their e-procurement <https://etender.pnbnet.in> registration login. The bid will be cancelled if commercial bid is submitted in physical form along with technical bid.
- 2 Bidders, who have not registered earlier with e-procurement site, would have to register with our e-procurement site.
- 3 Bid re-encryption from bidder after close of technical and commercial bid from bank is mandatory failing which the bid will not be accepted at ours.
- 4 All the technical supporting & Tender documents duly signed and sealed on each page should be given in physical form at the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

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### Eligibility Criteria

**This invitation of bids opens to all eligible PSA having office in the state of Uttar Pradesh and having supervisory structure to cater for Uttar Pradesh and fulfil the eligibility criteria as mentioned below: -**

<b>S. No.</b>	<b>Eligibility Criteria</b>
<b>1</b>	The firm should be proprietorship/partnership/ Pvt. Ltd. /Ltd. Company. The proof of incorporation is to be submitted.
<b>2</b>	<p>The Reputed licensed PSAs providing security services and specializing in providing Cash Vans for at least last 05 years as on 30 September 2022. PSAs should provide satisfactory certificates from various vendors to whom providing services since last 3 years:</p> <p><b>2.1</b> One similar works of running cash vans with driver, loader-01 &amp; Armed Security Guard - 01 @ Rs. 1.28 Crore OR <b>2.2</b> Two similar works of running cash vans with driver, loader-01 &amp; Armed Security Guard- 01 @ Rs. 0.80 Crores each. OR OR <b>2.3</b> Three similar work of running Cash vans with driver, loader-01 &amp; Armed Security Guard-01 @ Rs. 0.64 Crores.</p> <p>('Similar work' shall means Provided services of Hiring of customised cash van with driver, loader and Guard on hire basis under single contract of banks on annual rate contract)</p> <p>Work order, completion certificate and copy of agreement from the client are to be enclosed with the bid.</p> <p>Components of work executed other than those included in definition of similar shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.</p>
<b>3</b>	<p><b>3.1</b> The bidder should be a profit-making firm and having average annual turnover of minimum of <b>Rs.60 lacs</b> for the past three years. The copy of audited Balance sheet, P&amp;L account for <b>FY 2018-2019, 2019-2020 and 2020-2021</b> should be submitted along with tender.</p> <p><b>3.2</b> The firm should provide a copy of registration No. PF, ESI GST, PAN No.</p> <p><b>3.3</b> PSA should be registered with the Govt. under the contract Labour ACT (Regulation &amp; Abolition) 1970.</p>

<b>4</b>	<p>The Applicant should not have been black-listed/ barred by any Central/ State Government Department/ Central Autonomous Body/ Central Public Sector Undertaking/ Public Sector bank/Banks etc. Further, similar eligible works should not have been carried out on Back to Back basis and the Applicant shall have to furnish undertaking as under.</p> <p>An undertaking in this regard is to be submitted to Bank by Bidder (<b>on stamp paper of Rs.100.00</b>), as per Annexure - F</p> <p>Further that, if such a violation comes to the notice of the Bank, then I/we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to take suitable action at its own discretion.”</p>
<b>5</b>	PSA should have a credible supervisory infrastructure and network for provision of maintenance of CCVs as also for follow up with law enforcing agencies. Ability to undertake all remittance related work for all branches throughout the zone.
<b>6</b>	<b>Should have Valid PSARA License (Private Security Agencies (Regulation) Act) from state of Uttar Pradesh.</b>
<b>7</b>	The PSA to provide brand new duly complied with BS-VI norms along with company fitted AC cash van.
<b>8</b>	The Bidder must submit local office address proof (Rent agreement/ Utility Bills etc.) in support of their working office in Uttar Pradesh

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## **NOTICE INVITING TENDER**

### **REG: FOR PROVIDING HIRED CASH VAN SERVICES FOR CASH REMITTANCE**

- 1 Online e-tender Applications are invited from eligible authorized PSAs licensed by government of Uttar Pradesh as per state PSA Act, and approved for providing CCVs and armed guards, if required, and for providing hired services of cash vans for remittance of cash to and fro between our various branch offices and currency chests located under Agra zone of Punjab National Bank which includes following districts (as per present Zonal office structure, the name of district may be added/deleted in terms of bank guidelines) of the Agra Zone : -

Jhansi, Jaluan, Lalitpur, Mohabha, Bareilly, Pilibhit, Shajahnpur, Baduan. Aligarh

#### **Current requirement of Cash Van is as under:**

- i) CO Jhansi : 05
- ii) CO Bareilly: 09
- iii) CO Aligarh: 03

Only those firms which fulfil eligibility criteria will be considered for empanelment and financial bids will be opened online only of qualified firms only: -

- 2 Cost of RFP/tender document is Rs.5000.00 + GST (Rs. 5900.00) (Non-Refundable) which should be deposited by the PSA with the Technical bid in the form of pay order/ Demand Draft favouring Punjab National Bank payable at Agra. RFP cost in form of DD to be submit in a separate envelope. **(Commercial bid shall be submitted online only)**. No physical copy of commercial bid shall be submitted by bidder along with tender document.
- 3 The vendor should meet the eligibility criteria as per eligibility criteria mentioned above.

The Bidders intending to participate in this tender are required to get themselves registered on the bank's website i.e. <https://etender.pnbnet.in>. Registration on the above given website is mandatory.

As the bids of the Bidders have to be digitally signed by the digital certificate of the respective Bidder before submitting the bids online, the bidders are advised to obtain digital Certificates in order to bid for the tender.

Standardized documents may be downloaded from the website/portal i.e. <https://www.pnbindia.in> up to **1400 Hrs. on 17/01/2023** after clarification on queries. No deviation on the above will be entertained by the bank there after.

Based on the clarification of conditions by the bank, the intending bidder will submit their unconditional acceptance on the prescribed format along with tender document.

Price bid of only those bidders shall be opened who bring their tender in line with requirements of tender documents and are acceptable to the bank and the bidder who do not submit the RFP cost in the form of DD, their tenders will be summarily rejected.

First Tender cost will be opened; & online tender submission proof is received on time i.e. up to

17:00 Hrs on 17.01.2023 only then technical bids will be opened online.

Bidder has to submit following documents in support of their eligibility along-with duly filled up bidder's information:-

- (a) Work order, completion certificate and copy of agreement from the client are to be enclosed with the bid.
- (b) Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.
- (c) The firm should provide a copy of registration No. PF, ESI, GST, PAN No.
- (d) PSA should be registered with the Govt. under the contract labour Act (Regulation & Abolition) 1970.
- (e) An undertaking in this regard is to be submitted to bank by Bidder (on stamp paper of Rs. 50.00), as below:  
Further that "if such violation comes to the notice of the Bank, then I / we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to take suitable action as its own discretion".
- (f) Should have valid PSARA License (Private Security Agencies (Regulation) Act) from state of Uttar Pradesh).
- (g) The Bidder must submit local office address proof (Renta agreement / Utility Bills etc.) in support of their working office in Uttar Pradesh.

The price/commercial/financial bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participants or representatives of participating bidders. Date for opening of commercial bids will be intimated later.

The Tenders shall be valid for a period of not less than 90 days after the date of opening of price bid on line.

All disputes arising out of or in connection with this agreement shall deem to have arisen in Districts of PNB, Agra Zone and only the courts of Same Districts shall have the jurisdiction to determine the same

- Last date for downloading the tender document (as per tender schedule).
- Last date for Bid Preparation and Hash Submission (as per tender schedule).
- Last date for Bid Submission (as per tender schedule).

**Please note that bid preparation, hash submission and bid encryption is compulsory activity, failing which bidder will not be able to submit the bids online.**

For any further information/Queries please contact Security Officer, Security Deptt., Zonal Office, Agra over phone 8057408888; [zoagrasec@pnb.co.in](mailto:zoagrasec@pnb.co.in)

The bank will not be bound to accept the lowest tender and reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason



whatsoever and bank has also right to seek any clarification from all or any participated bidder in support of eligibility as per tender condition. The evaluation of the eligibility will be done as per documents submitted by the bidder in support of eligibility.

Please Note that, on tendering procedure through the electronic tendering system refer to the Instructions for Using the Electronic Tendering System document available along with the tender documents on <https://etender.pnbnet.in>.

**Bank will not be responsible for any failure of internet connection, connectivity etc. at bidder end.**

The information contained in this tender document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this tender Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

The purpose of this tender Document is to provide the Bidder with information to assist the formulation of their Proposal. This tender Document does not purport to contain all the information each Bidder may require. This tender Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender Document.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

#### **Addendum/Corrigendum**

PNB may issue an Addendum/Corrigendum from time to time and at any time prior to the Closing Date on website <https://etender.pnbnet.in/> <https://www.pnbindia.in/tender> only.

An Addendum/Corrigendum may be issued to clarify the tender document or to effect modifications to the tender document, extension of date, including the Scope of Work and Agreement to be entered into with the successful bidder. Each Addendum / Corrigendum upon issue will form part of this tender document.

To the extent there is any inconsistency between an Addendum/Corrigendum and this tender document, the Addendum/Corrigendum will prevail and if between two or more

Addenda/Corrigendum, the last issued Addendum/Corrigendum will prevail.

**Bank reserves the right to re-tender the engagement of Private Security Agency for providing Customised Cash Vans pending pursuance to the RBI Circular no RBI/2017-2018/152 DCM (Plg) no 3563/10.25.07/2017-2018 dated 6<sup>th</sup> April,2018 to make it on accordance with the order of the Delhi High Court in case no W.P.(Civil) 12081 of 2019 in the event the tender announced, accorded or executed after giving at least 30 days' notice to the PSA.**

**Asstt. General Manager**

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**LETTER SUBMITTING TENDER**

To,

**Dy. Zonal Manager**

Punjab National Bank,  
Security Deptt, Zonal Office,  
Agra

**NAME OF WORK: EMPANELMENT PROVIDING HIRED CUSTOMISED CASH VAN (CCV) SERVICES FOR CASH REMITTANCE BETWEEN OUR VARIOUS BRANCH OFFICES AND CURRENCY CHESTS LOCATED UNDER AGRA ZONE OF PUNJAB NATIONAL BANK , TENDER NO: ZOAGRA/CCV/22-23/2088**

Sir,

1. Having visited the site and examined the conditions of contract, General terms & conditions and nature of the job, schedule of quantities for the above named works, we submit our offer for the above job in terms the conditions of contract, specifications and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be as curtailed in accordance with the said conditions of contract.
2. We have independently considered the amount of penalty to be levied in case of loss of any kind due to laxity on our parts as per general terms & conditions here to and agree that it represents a fair estimate of the loss likely to be suffered by us.
3. We agree to abide by this tender for the period of 90 days from opening of commercial bid or extension there of as required by the Bank from the date fixed for receiving the same and it ...remain binding upon us and may be accepted at any time before the expiry of that period.
4. We confirm the rates as referred in the agreement or general conditions of contract given or summarized in the annexures hereto, to which we give our consent and agree to abide by the same. Also, we accept that Freak/abnormal rates submitted by us may cancel our bid.
5. If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed his tender together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.
7. We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the Contractor without assigning any reason or giving any explanation whatsoever.

I / we agree to carry out the work with due diligence and in time bound manner.

As required by you, I/we are submitting herewith the tender documents duly filed in and signed by us at each page in token of our acceptance of the provision in the tender documents.

Date:-

For: \_\_\_\_\_

Signature/ Authorized Signatory: \_\_\_\_\_

Name (s): \_\_\_\_\_

**SEAL -**

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## **TECHNICAL SPECIFICATIONS FOR CUSTOMIZED CASH VAN (CCV)**

1. THE PSA undertakes that the CCV would be based on **Strictly as per MHA guidelines** and modified suitably in terms of the Directions of RBI Letter no. RBI/2017-18/152 DCM (Plg) No.3563/10.25.07/2017-18 dated 6<sup>th</sup> April 2018 to meet bank's requirement. THE PSA further covenants that points contained in this part would be/ have been incorporated during customization of the vehicle.

### **Make: The cash van shall-**

- I. Be light New Commercial Vehicle, with an engine capacity of not less than 2200 CC, preferably turbocharged;
- II. Vehicle must be registered as Cash Vans not as load carrier vehicle.
- III. Have tubeless tyres
- IV. Have ground clearance of not less than 190 mm; and
- V. Accommodate minimum of 05 passengers
- VI. Be not more than 3 years old / New

### **Layout**

The cash van shall have the compartment for storing cash, physically separated and locked from the passenger compartment unit.

### **Cash Compartment Security**

- I. The cash compartment should be inaccessible from outside the van unless operated internally through manual or electronic lock and cash compartment is specially reinforced with steel with only one door and grill gate.
- II. The entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance;
- III. All windows and wind screen shall have wire mesh protection of not more than one square inch and each window mesh shall have a circular port-hole of 06 inches diameter for use of weapons;
- IV. The panic switches for operating the hooter are available with driver and other occupants.

### **Cash Box Security**

Each of the cash boxes shall be secured to the floor with separate chains and have locks that can be opened and locked only by using separate key kept with different custodians and cash for each bank shall be carried, preferably, in a separate box with the name of the bank written on it.

### **Other Security Features**

- I. The cash van shall be provided with a small CCTV system with at least 05 days recording facility and 03 cameras installed in front, rear and inside of the cabin.
- II. A security alarm with GSM based auto-dialler shall be provided with a motorised siren.
- III. The cash van shall be equipped with hooter, fire extinguisher and emergency lights to ensure quick reaction in case of an attack.

## 2. General Features

2.1. The CCV provided by PSA would be on brand new chassis with company fitted AC duly complied with BS VI vehicle norms, and registered with the Transport authority as CASH VAN and would have all legal formalities completed to Motor Vehicles act and pollution norms.

2.2. Each cash van would have tubeless tyres and a spare tubeless tyre. Spare tyre (Stepney) would be provided with easy access and one toolkit would be available with each vehicle. Stepney would not be carried in the cash compartment. The toolkit would contain sufficient spares of fan belts, spare bulbs, emergency safety triangles/cones (orange coloured glow in the dark), jack & handle and tools to carry out minor repairs.

2.3. Vehicle must accommodate minimum 1+4 passengers and insurance coverage would also cover minimum 1+4 passengers.

2.4. 20-gauge Cold Rolled Close Annealed (CRCA) sheets for all sides & roof top for panelling would be used. In the interiors, insulation would be provided in the form of thermo cool provided between interior and exterior panelling.

2.5. Front wind screen to have 1" square thick wire meshes in two partitions to cover wind shield from stone pelting. The hinges of all the doors to be such that these are not visible externally.

2.6. Cash van would have CCTV, GPS, Standalone Security Alarm, Fire Extinguishers as per guidelines and specifications given herein. Periodic servicing of all the electronics equipment and refilling of Fire Extinguishers to be carried out. Every cash van would be provided with a mobile phone. The instrument, installation charges & monthly expenditure would be borne by THE PSA. One secretly located fuel lock would also be fixed in the vehicle.

2.7. CCV must have air conditioning facility. The air conditioning vents would be extended to the rear compartment where Armed Guard (6th person in modified van) will be seating.

## 3. Security Features: The PSA further covenant that: -

3.1. CCV would have minimum three doors. Two in front sides and one at the rear. All doors to have glass with regulator and strong iron wire mesh of 1" square having 5" to 6" firing slot. The wind shield also would have wire mess. All doors would have double locks i.e. one from inside and other from outside. The rear door to have internal (in built) and aldrop with pad lock arrangement. Combination lock or OTP operated lock in cash area will be additional bonus

3.2. The CCV would have 03 compartments namely front (Driver), middle (Cash) and Rear as illustrated below: -

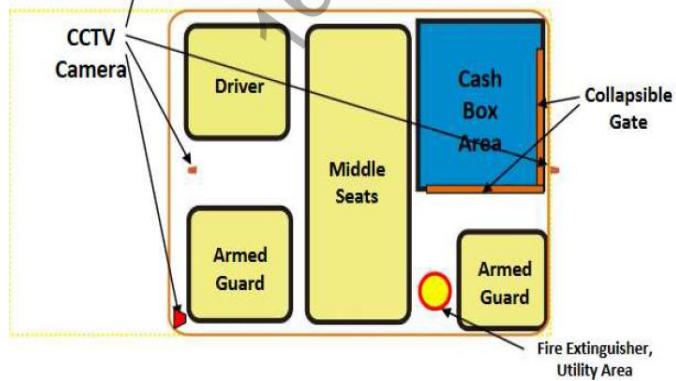
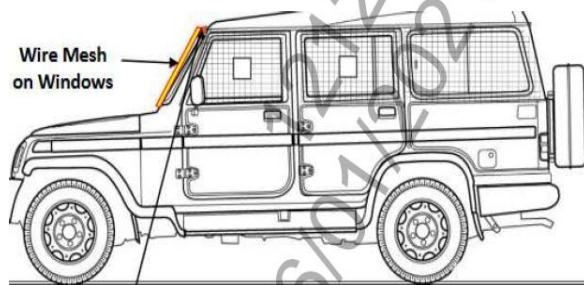
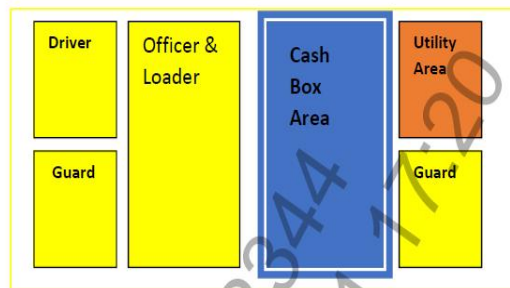
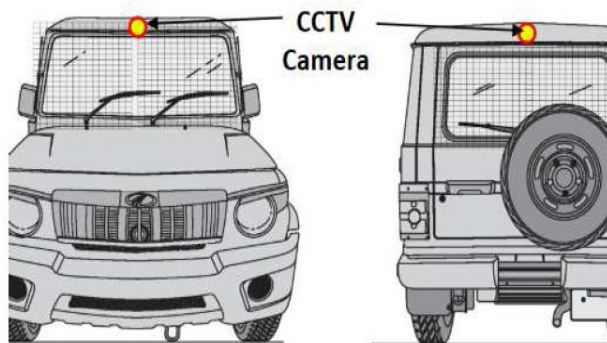
3.2.1. **Driver Compartment:** Seating for at least four persons (including driver) to be available. There may be two rows of seats in the driver's cabin, front row for driver and co-driver and the rear row for two/ three persons to sit. All seats shall have a minimum of 6" seat cushion with washable seat covers. The door windows in the driver compartment must have movable glass panes with welded mesh grills (1Sq Inch) outside. The doors would have facility for locking & opening from both sides. At least one roof light to be provided over the driver. Two to three Fans to be provided for the Driver's compartment to cater for AC failure. The hinges of all the doors to be such that these are not visible externally. Engine immobilizing switches would be provided near the driver and the Armed Guard in the rear. Arrangement for mobile charging to be available. One Portable Fire Extinguisher ABC type of 2 Kg (IS: 15683) to be provided in Driver Compartment.

3.2.2. **Cash Compartment.** The cash hold compartment would be sufficiently strengthened by providing additional 3.15 mm metal sheet on the floor and all the sides. It would be separated with Driver compartment with a welded metal grill of one-inch steel bars duly supported by horizontal metal sheet of 3.15 mm thickness from both sides covering three fourth from bottom. It would have

sufficient space (if feasible with racks) to keep at least 4-6 large size steel boxes. The entrance of the cash compartment would be from the rear compartment. A cash compartment would have only one collapsible gate (with sufficient space to move the boxes) from the rear compartment side with double locking facility. Minimum four chains to be provided, one end of which would be welded with the body of the vehicle, for securing the cash boxes. The chains provided would be of adequate thickness, size & sufficient length so as to enable locking of at least 10 boxes. At least two roof lights to be provided. No windows would be provided in Cash compartment but a meshed window to communicate between rear guard and front guard/driver shall be there.

**3.2.3. Rear Compartment.** The rear compartment would have minimum one seat for the guard while two are preferable. It would have sufficient head room, space & visibility for guards to move their guns and fire in case of need. The rear door would have facility to lock from inside & outside. There would be two side windows & two door windows. All the windows would have welded mesh grills. The windows would have window panes, which may be sliding in nature as in normal vehicles. One Fan to be provided for the rear compartment. At least one water bottle bracket shall be provided. One first Aid Medical Box shall be provided. At least two roof lights shall be provided. The tool box shall be kept in the rear compartment. One portable Fire Extinguisher of CO2 type (IS 15683) to be fixed to the body in the rear compartment opposite to the guard. Rear door to have strong steps to board the boxes into the cash van.

**3.2.4.** The cash van would also have gun firing ports with sliding cover on all the three outer sides. It would have proper locking arrangements both from inside as well as outside.



3.2.5. The middle and rear compartments are to be separated by a collapsible grill gate.

3.2.6. The CCV would have a secured partition between driver cabin and cash box area. This partition would also have a small window with grill for visibility & voice communication for the person sitting in the front and rear compartment.

**4 Security Accessories.** The PSA further agrees that: -

- a. A brand new Security Alarm with inbuilt battery integrated with 03 Panic buttons located with driver, remittance party, cash compartment and rear compartment. The system would have two hooters in addition to the built in hooter. One hooter would be provided inside the bonnet (along with vehicle horn) and one in the rear compartment (near the window facing outside) of the vehicle. The system would be tamper proof.
- b. GPS facility with username and strong password is to be provided for each cash van with "SOS" facility activated. Online tracking facility with/without SMS alerts to be provided. It would be able to generate online reports and periodical reports presenting location, point to point and total distance. It would have the function to switch off the vehicle remotely via SMS. The recurring monthly expenditure on GPS facility is to be borne by the PSA. GPS machine has to be brand new. GPS tracking software will be made available and installed at each currency chest and circle office and possibly at police station if required. Geo fencing capability would be there and marked as per the area of the operation of the CCV.
- c. The van must be installed with at least three CCTV IR Cameras of minimum 02 mega pixel and one pinhole camera with facility for remote monitoring through mobile/internet. The Cameras to cover front, cash compartment area and rear side of the vehicle. THE PSA would keep minimum 30 days of recording backup for each cash van.
- d. Wireless (mobile) communication with cash van is must. It would be provided through mobiles or through licensed radio sets by the PSA at his own cost.

**5 Safety Features.** The PSA further agrees that the CCVs provided would have following safety features: -

- a. It would be fitted with remote operated central locking system in addition to conventional locking arrangements.
- b. CCV would have essential features of an efficient vehicle requiring minimum maintenance and providing maximum driving and riding comforts.
- c. All seats must have adequate lumbar and thigh support.
- d. It would conform to local laws stipulated by transport department and other Government bodies including pollution norms.
- e. The Bank will not provide any sort of fuel/maintenance/renewal charges/road tax/insurance premium/periodic pollution checking, if any related to provided vehicle and staff.
- f. In case of Disturbed/High Risk areas, semi bullet proof vehicles (if required) may be provided.
- g. Services to be provided by the Private Security Agency: The private Security Agency will be engaged for providing Customised Cash Van for the services to lift excess cash from Branches To Currency Chest & from Currency Chest to Branches or to lift cash from "A" to Branch "B". Cash Van necessary manpower, escort as specified in document are to be provided by the Agency.

**6 Quality of security personnel:** The security personnel to be deployed by the security agencies should have the following minimum qualification:



- a. Should be an Ex Serviceman of not more than 60 Years.
- b. Should possess sound health and good physique (Fitness certificate to be furnished before deployment).
- c. Should have undergone police verification.
- d. Should have valid Gun License for the entire state OF Uttar Pradesh
- e. In case of change of Armed Guard of remittance team the Services Provider would inform the Branch a minimum seven days in advance with the following documents:
  - e.1 Copy of valid Gun Licence.
  - e.2 Copy of Police verification.
  - e.3 Copy of Identity Card issued by Company.
  - e.4 Covering letter from company carrying intimation of change of Guard.

## 7 ACCEPTANCE TEST INSPECTION

A sample Customised Cash Van will have to be physically produced for inspection before opening of commercial bids to ascertain if the CCVs are meeting the required technical standards and bank requirements.

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## **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 PUNJAB NATIONAL BANK, a body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at Plot No 4, Sector 10 Dwarka, New Delhi-110075 and inter alia, Zonal/Circle/Branch Office at \_\_\_\_\_ (hereinafter called the '**THE BANK**' 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 *registered under Private Security Agencies Regulation Act (PSARA) ..... of ..... state vide registration certificate No..... dated .....* 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:**

**Period of the Agreement.** This agreement shall come into effect from \_\_\_\_\_ and continue to be in force for a period of 3 or 36 months years. However, services will be reviewed every year if the same are found satisfactory on the same terms and conditions /Rates.

#### **The Service**

2.1. THE PSA agrees to provide to the Bank its Customised Cash Vans (CCVs) with driver and with (loader or and guards if Required) 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 excluding lunch break of one-hour subject to a maximum of 200 hours per month. Fuelling / Refuelling, lunch time or maintenance/ breakdown time will not be counted towards the 8-hour period. The CCV shall report to the branch/currency chest with top up fuel tank and **no** refuelling shall be done during duty hours.

2.2. The Mileage per vehicle will be 2000 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.

2.3. 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 as well as to/from petrol pump / repair garage 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 initialled by the driver of THE PSA and the 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.

3. No extra meterage and additional working hours beyond 2000 kms per month are 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 initiated by the Designated Official of the BO/ Currency Chest for cash remittance.

**4. THE PSA's representations, Undertakings and Covenants. THE PSA covenant that: -**

4.1. THE PSA will comply with all legal requirements and obtain such licences, approvals and consents, if any, prescribed/required under any law/rules/regulations and for providing services as per this agreement and keep them valid during the currency of this agreement.

4.2. THE PSA would provide cash vans registered in the name of his firm and manpower hired by his firm and shall not be entitled to sublet the contract further and if found otherwise, the PSA shall be liable to be blacklisted and loss of performance guarantee money in favour of the bank.

4.3. THE PSA 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.

4.4. THE PSA's 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 representatives) engaged by THE PSA in relation to the service except the monthly charges payable to THE PSA.

4.5. The CCVs shall be placed at the time and place appointed by THE BANK fully equipped and fit to perform duties as per timings and place intimated by the in charge of the currency chest / branch under whom the CCV(s) is/are placed.

4.6. The credentials of the manpower employed and deployed by the PSA (such as driver of the CCV, loaders and the guards etc.) will be properly verified by the local police. Further they would 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 manpower provided by THE PSA before deployment.

4.7. Only the vehicle as per specified design and specification shall be provided & there would not be any variation. Further in case of any defaults/shortcomings THE BANK will be entitled to impose any reasonable penalty.

4.8. At no point of time during the prescribed duty hours, drivers and guards would leave their place of duty. THE PSA covenants to arrange and 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.

4.9. THE PSA shall provide a "Checking Register" with each CCV for the purpose of checking carried out by THE PSA and THE BANK authorities on following format: -

S N	Date	Time Place &	Particulars of Inspection Person	Observations	Signature

4.10. THE PSA shall Maintain up-to-date record of all manpower provided to THE BANK 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 all manpower engaged by THE PSA.

4.11. THE PSA takes full responsibility of all acts of commission and/or omissions by all manpower engaged by THE PSA 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.

4.12. THE PSA would immediately change any manpower engaged by him on the instructions from THE BANK if the performance of a particular person is not acceptable or found physically/medically unfit and decision of THE BANK shall be final in this regard.

**4.13. THE PSA would 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 BANK has no connection in relation to such matters. The salary shall be paid to the manpower by 7<sup>th</sup> of the following month in the bank accounts maintained at the local PNB Branch irrespective of the fact whether the payment for the month of THE PSA has been paid by THE BANK or not.**

4.14. 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 to any of the manpower or a third party if any, on that count will be that of the PSA and not of the BANK. All MACT cases would be liability of the PSA and dealt by the PSA.

4.15. 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 for clean advances.

4.16. In the event of theft, robbery, dacoity or pilferage of THE BANK's property or materials, The PSA shall actively assist the BANK 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.

4.17. In case of any property loss/injury to any one of the BANK 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.

4.18. The PSA would 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 and identification proofs.

4.19. As and when required, The PSA would furnish the proof of having paid the wages, provident fund contributions and other legal liabilities to the driver(s), loader, and security guard(s) engaged by them, within one week of the disbursement of wages to them. If proof is not tendered, the BANK may not reimburse the payment due to THE PSA.

4.20. The PSA would ensure that the guards are provided with guns that are licensed in the name of PSA as per Arms Rule 2016 and the guard's names are entered as retainers. No private guns of private persons will be deployed for commercial use and duty and protection of bank's cash. *(To be modified in case affidavit is provided by the PSA to say that State Govt is not issuing licenses in the name of the Company as per Arms Rule 2016)*

4.21. THE PSA would ensure that the guards and drivers do not enter the cash areas, vaults of branches and currency chests, and offer Coolidge service for carting boxes in branches and currency chests etc. but are firmly deployed at their assigned duty. The driver would not leave the CCV at any point of time but shall remain seated on his seat while cash is in vehicle. The guards when deployed by the PSA also will not leave the CCV unprotected at any point of time; especially when the cash is being loaded / unloaded / carted from vault to the CCV and vice versa.

4.22. The PSA would make its own arrangement for parking of CCVs at its own cost or place.

4.23. The mileage will commence and shall be counted from the assigned currency chest or assigned nodal branch to the dependent branches and back to the assigned currency chest or the assigned nodal branch.

4.24. The PSA would not change the Van /driver / guards without informing the in charge of assigned currency chest or the assigned nodal branch or the concerned Security officer. In doing so, the PSA will provide proper authority letter to the new person, under intimation to the Branch/Currency Chest Manager or the Security Officer. The letter will be annexed with police clearance of the person and his details of ID/Residential address proof (permanent and present).

## **5 Principal to Principal Relationship**

5.1 It is agreed and understood by the parties that neither THE PSA nor any 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.

5.2 The employees engaged by the PSA M/s \_\_\_\_\_ shall be deemed to be the employees of the PSA only, and the BANK shall not be connected with the employment or the terms and conditions thereof in any way.

5.3 The PSA, M/s \_\_\_\_\_ alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard.

5.4 None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there

is master-servant relationship between the parties. The relationship is on principal to principal basis.

5.5 The PSA, M/S \_\_\_\_\_ shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948,

The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The PSA will have no claims whatsoever against the BANK with respect to payment of statutory dues/contributions to his personnel/employees under applicable labour legislations.

### **THE PSA's Indemnity and Assurance**

- 6 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.
- 7 The PSA further agrees to provide Bank Guarantee equivalent to 5% of [2000 (Kms) x12 (Months) charges per cash van service (Annual Contract Amount)] In case of loss or damage suffered by the Bank due to negligent act of the PSA or its personnel/ guards/ driver etc., the Bank shall be entitled to recover the same from the Security Deposit, in addition to the other remedies available to it under the law. Their Bank's Guarantee shall be returned on termination of this agreement.
- 8 THE PSA shall take and service the policy of fidelity insurance in respect of drivers and guards provided and comprehensive/3<sup>rd</sup> party insurance for CCV at its own cost and furnish a copy to the Bank.
- 9 THE PSA undertakes that in case THE PSA fails to provide CCV with driver or the guard or loader anytime, the Bank will remit the cash under own arrangements, and double the pro rata charges will be debited from PSA's bill every month.
- 10 THE PSA undertakes to ensure CCV's roadworthiness at all times. In case of breakdown of van enroute, THE PSA shall be liable for penal action in the form of fine equivalent to one day's payment to THE PSA for CCV for loss of man hours and time.
- 11 THE PSA shall be fined for their guards & Drivers not wearing prescribed uniform or not carrying the identity cards equivalent to one day's wage as per government prescribed wages for the concerned category of the manpower.
- 12 No manpower shall be allowed to escort the CCV with expired Gun License. If detected later, THE BANK may impose fine equivalent to one-week payment to THE PSA for the CCV, for non-renewal of their gun license for every one week of delay per gun licence.
- 13 The CCV crew/staff should not be changed without prior permission.
- 14 CCV driver to hold valid commercial vehicle driving license for the cash van of the Bank. There should be no history of license suspension and should have accident free record. All the person(s) employed by the PSA in service of the Bank must be verified by the police authorities for the antecedents of all staff/crew deployed on the cash vans and that are in possession of valid driving licenses for the desired vehicle. Record of police verification must exist in original with the service provider and a copy of which must be handed over to the Bank on the date of commencement of services. In case of any reliever driver/guard/loader, the documents of the individuals shall be submitted with the Bank on the time of commencement or 2-3 days in advance before deployment.

- 15 The PSA shall not sublet any part of the awarded work to any other person or agency. The complete CCV crew/staff provided by the PSA should be on permanent roll of the company. Supportive documents shall be produced by the service provider whenever demanded.
- 16 **Inspection of cash van and Treasure**  
The Bank reserves the right to depute its officers or auditors, as it may decide for surprise checking/inspection of remittance enroute particularly in regard to detection of counterfeit notes etc.
- 17 **Registration under PSARA**  
The PSA must have valid registration under PSARA 2005 in the state Uttar Pradesh where it operates or intends to provide service to the Bank. Mere application for the same with State government authorities would not make the bidder/service provider eligible to provide services of cash in transit to the Bank.
- 18 THE Bank's representations, Undertakings and Covenants

**THE BANK Covenant that: -**

18.1 The Bank shall in consideration of the services, pay to THE PSA charges indicated below.

**(to be filled only at the time of agreement with Currency Chest/CO)**

- A Rates of Small company fitted AC Cash Van with Driver - Rs..... For 2000 KMs  
B Rates of loader per month  
C Rates per KM over and above 2000 kms- Rs. ....per KM  
D Rates per Hour over and above 200 hrs – Rs..... per hour  
E Rates of Night halting – Rs ..... per night

(Above rates Inclusive of Rates include all taxes, levies, cell phone charges, fuel charges, insurance premium, salaries/wages complying minimum wages etc. to be paid to the Govt or any other bodies drivers & loaders provided with CCV). Applicable GST shall be payable.

18.2 toll charges if any shall be payable by the bank against proper toll receipts with vehicle registration number and same shall be included in the invoice clearly mentioning the summary of tolls paid by PSA for particular vehicle.

18.3 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.

18.4 The 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.**

19 **Blacklisting** THE PSA shall be liable to be blacklisted for any of the reasons which contradict any clause of the agreement. Besides, following acts on part of THE PSA or its owner or its employee shall invite blacklisting on the discretion of THE BANK: -

- 19.1 Misbehaviour/threatening of THE BANK's staff and its supervisory officers during execution of work/tendering process.  
19.2 Involvement in any sort of tender fixing.  
19.3 Constant non-achievement of performance on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.  
19.4 Persistent and intentional violation of important conditions of contract.

19.5 Security consideration of the cash, THE BANK or the State i.e., any action that jeopardizes the security of the cash, THE BANK, employees /contractual persons of THE BANK or the State.

19.6 Submission of false/fabricated/forged documents for consideration of a tender.

19.7 Any kind of malpractice which tarnishes / likely to impact the reputation of the BANK or its employees.

19.8 Lacking of any statutory requirement/s of State/Central authorities and as mentioned in tender document.

## **20 Non Exclusive Agreement**

It is expressly agreed and understood between the parties hereto that this agreement is on nonexclusive 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 without impacting operations of THE BANK.

## **21 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.**

## **22 Confidential Information**

Confidential Information” as used throughout this agreement means (i) all information disclosed/furnished by the Bank to or come to the knowledge of, in whatsoever manner, THE PSA during the tenure of his engagement; (ii) any secret or proprietary information relating directly to the Bank's business and that of the Bank's affiliated companies and subsidiaries, including, but not limited to, products, customer lists, pricing policies, employment records and policies, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, technical processes, investor information, software processes, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business affairs of the Bank and its affiliated companies and subsidiaries.

## **23 Damages**

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.

24 The provisions of this Agreement are necessary for the protection of the business Goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.



- 25 THE PSA agrees to indemnify the Bank against any loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- 26 The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.
- 27 No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

## **28 Penalties**

Following penalties may be imposed: - The penalty imposed will be borne by THE PSA and shall under no circumstances be passed on to the manpower of the PSA.

S No	Instance	Frequency	Remarks	Penalty
1	Non-functional of CCTV	Per Instance	Immediate	Rs 500 / van / per day
2	CCV not reached nodal branch at appointed time	Per Instance	Immediate	Rs 1000/- per instance
3	worn out tyre not replaced once intimated	Per Instance	0-72 hours	Rs 500 per day till replaced
4	Breakdown enroute while carrying cash or returning	Per Instance	Monthly CCV Rates with manpower /26 days	One day charges as per remarks
5	Manpower not wearing uniform	Per person	Each instance	One day salary of concerned manpower
6	Gun License not renewed before due date	Per license	Each instance	Rs 5000/ per week of delay
7	CCV not reported with full fuel tank	Per Instance	Immediate	Rs 1000/- per instance
8	e.g. CCV not made available for the day	Per Instance	Immediate	Entire cost of alternate arrangement by bank plus double the prorate rates of CCV for the Day
9	Unable to provide cash van with 30 days from order	Per instance	Immediate	Cancellation of Order

- 29 Penalties shall be imposed by the base branch / currency chest where the CCV is provided or by any of the executive of the bank finding deficiency in services / terms of agreement during routine check-up / inspections etc. Computation of all penalties shall be done at the Circle Office level. All penalties shall be recovered concurrently from the total bill payable to

THE PSA for the particular month, subject to the maximum of 35% of the bill payable (except for actual loss and transition penalty).

30 No penalties shall be levied for delays not attributable to THE PSA or delays on account of uncontrolled circumstances which shall be decided by THE BANK and shall be binding on THE PSA.

31 In case the penalties levied on THE PSA are more than 35% in any of the CCV in a Zone for a consecutive period of six months, then THE BANK has the right to terminate the services of the The PSA from ZONE.

**32 Waiver**

No term or provision of this Agreement will be considered waived by either party, and no breach consented to by either party, unless such waiver or consent is in writing signed on behalf of the party against whom it is asserted. No consent to or waiver of a breach of this Agreement by either party, whether express or implied, will constitute consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement by such party.

**33 Severability**

If any provision of this agreement or its application is determined/ held to be invalid, illegal, or unenforceable in any respect, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be severed from this agreement and such provision shall not affect the validity, legality, or enforceability of remainder of this agreement.

**34 Force Majeure**

Any interruption in services happening in the instance of "Force Majeure" where one or both of the contracting individuals becomes unable to perform their obligations under the terms of this contract; then no party shall be held responsible for termination of contract. THE BANK is then responsible for the calculation of payment on the point where services were interrupted.

**35 Amendment, Suspension or Termination of the Contract.**

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.

36 The Bank shall have a right to suspend or terminate this agreement any time without assigning any reason whatsoever. On such termination, THE BANK 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 BANK. PSA shall reimburse the amount claimed by THE BANK immediately after demand.

**37 This agreement shall stand terminated in the event of:**

- a. Any of THE PSA representations and undertakings being or becoming incorrect or untrue.
- b. 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
- c. Insolvency or bankruptcy of THE PSA or any of its personnel (including its owner(s), director(s), partner(s), employee(s) and representative(s).
- d. THE PSA shall not assign the rights or obligations hereunder, unless permitted by the Bank.
- e. The Bank may assign its rights and obligations hereunder in its sole discretion.

- f. PSA is unable to provide services as agreed herein by ..... (day) of ..... (month). ..... (year). No notice shall be required in such a case and the BANK will be free to engage the L2 or L3 PSA who are willing to provide the services on L1 rates.
- g. Not with standing herein contained, this Agreement may be terminated by the Bank at any time due to circumstances when the service provider undergoes a change in ownership, becomes insolvent or goes under liquidation, received judicial indictment or is blacklisted by any Bank, any PSU or by any Govt Body (whether within India or any other location).

### **38 Arbitration**

All disputes arising out of or in connection with this agreement shall deem to have arisen in ..... and only the courts of ..... shall have the jurisdiction to determine the same.

All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement executed by the PSA, M/s \_\_\_\_\_ or in the discharge of any obligation arising under this agreement (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator appointed by the bank after issue of at least 30 days' notice in writing to the other party clearly setting out there claim in the specific disputes.

38.1 The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be at the sole discretion of the Bank at \_\_\_\_\_. The PSA, M/s \_\_\_\_\_ shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by THE BANK, unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

38.2 The cost of arbitration shall be paid as provided in the arbitration decision. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement.

38.3 All arbitration proceeding shall be conducted in English and a daily English record of such proceeding shall be maintained.

38.4 Save as those, which are otherwise explicitly provided in the Agreement, no payment due or THE PSA, M/s \_\_\_\_\_, subject to deductions on account of penalty, etc., if any, shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof."

39 Complaints from the participating bidders will only be entertained and per Bank's procurement policy.

40 **Besides the two parameters i.e. Annual turnover and number of fleet of vehicles, compliance to all other parameters/specifications given by RBI vide its circular number RBI/2017-18/152 DCM (Plg) 3563/10.25.07/2017-18 dated 6 April 2018 and MHA gazette notification 8 Aug 2018 must be ensured.**

41 **The two parameters of annual turnover and number of fleet will be implemented accordingly as and when the Hon'able Delhi High Court judgement is delivered in Case No. W.P.(Civil) 12081 of 2019 pending before it. The Bank retains the right to re-tender in case ruling of High court is not in accordance with the tender/contract after giving at least 30 days' notice to the PSA.**

42 Complete tender document including Special terms and condition shall be the part of agreement.

### **43 JURISDICTIONS:-**

The Parties submit to the exclusive jurisdiction of the Court of .....

THE PARTIES have read and understood all the terms herein and are voluntarily, free of any coercion, signing this Agreement on this date

For the Bank

For the PSA

For Punjab National Bank

For & on Behalf of M/s:

(The Bank)

(Second Party)

Name

Name :

Date

Date :

Designation

Designation

\*\*\*\*\*

## **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

### **1. ACCEPTANCE OF ORDER (ORDER PLACEMENT)**

Orders for supply of Customised Cash Vans along with driver, Armed Guards (as and when required) and loader will be placed by Zonal Office Security Department. The number of CCVs with drivers, Armed Guards and loaders shall be decided by Zonal Office. It may vary from time to time as per requirement of the Bank. The bidder shall have to accept and acknowledge orders within 7 days from the date of order placement.

The Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 7 days from the date of order.

In case the bidder refuses to accept/execute the order, Bank may take action against the bidder to put their name in the category of blacklist in addition to forfeiting the EMD/performance bank guarantee/security deposit, de-panel their name without assigning any reason.

### **2 Splitting of Order**

Bank will award work on L1 rates (on the same lowest rate as offered by the L1 bidder) to L2 on basis of precedence at following percentages:

2.1 L1-60% & L2-40% respectively. The ratio may vary 5% up or down based on distribution of work/cash van)

2.2 If L2 backout to take the work on L1 Price, and L-3 accept L-1 rates then L3 will be treated as L2. if L3 backout then L4 will be treated as L-2 (if ready to work on L-1 rates) and given them opportunity **and so on.**

2.3 If no bidder is ready to work on L1 rates, then entire work will be awarded to L1 bidder.

2.4 All bidders who have qualified technically shall be empaneled for 03 years. Empanelment shall be reviewed after every year for satisfactory performance of the agencies allotted the work.

### **3 No commitment to accept lowest or any tender**

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

### **4 DURATION OF CONTRACT**

The services of successful Private Security Agency will remain valid for 03 years. Service condition will be reviewed on yearly basis. The renewal may be considered for another one + one year subject to satisfactory services provided by PSA on same rates, terms and conditions on mutual consent.

**5 Payment Clause:** Payment will be made by the designated CC/branch/ office as per the monthly statement on production of original bills. TDS as applicable will be deducted from the bills and a certificate will be issued in this regard. Zonal Office may call the same for inspection anytime.

Payment will be made on monthly arrear basis within 15 days from the date of receipt of valid invoice along with following supporting documents: -

<b>S. No.</b>	<b>Details of documents duly signed and stamped by successful bidder.</b>
1.	Attendance sheet of deployed staff.

2.	Wage sheet in Form-B duly signed by individual deployed staff.
3.	Bank statement of individual deployed staff for particular months showing proof of date of transfer of payment and amount of payment.
4.	Proof of amount paid towards EPF (share of individual employee i.e. contract manpower deputed by successful bidder).
5.	Proof of amount paid towards EPF (share of employer i.e bidder).
6.	Proof of amount paid towards ESI (share of individual employee i.e contract manpower deputed by successful bidder).
8.	Copy of vehicle running report (kms in month) during billing period.
9.	Letter of declaration consisting of compiling of making payment to deployed staff as per minimum wages Act as per Central Govt., deductions towards ESI & EPF as per Govt. rules. We as a Cash Van & PSA service provider is following all the statutory rules and provisions as required by law and indemnify you against all the consequences arising out of this payment .

## **6 SECURITY DEPOSIT IN THE FORM OF PERFORMANCE BANKGUARANTEE**

The successful bidder has to submit the Performance Bank Guarantee. Details are as under:

- a) The successful bidder will have to submit Security deposit in the form of Performance Bank Guarantee of 5% of contract amount [equivalent to 5% of [2000 (Kms) x12 (Months) charges per cash van (Annual Contract Amount)] within one week after award of contract. Performance security/guarantee submitted by the contractor/bidder shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
- b) In case if it has been found that vendor submits any false information or declaration during the tender process or period of rate contract, Bank shall invoke the EMD/Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- c) EMD Money of un-successful bidders will be returned on completion of rate approval process whereas EMD of successful bidder will be returned on submission of the Performance Bank Guarantee. No interest charge shall be paid on EMD by Bank.

## **7 DELAY INDELIVERY**

If the bidder fails to deliver the offered cash vans within a period of 30 days from date of order, a penalty of 5% per week of the order cost, up to a maximum of 20% of the total of order shall be deducted as per the order issued by the Bank. The Bank is entitled to withhold (deduct) from the contracted rate or from any other amount, which is due to bidder from the contract, or any other contract. Same penalty be applicable in case of additional customised cash vans hired.

## **8 FAILURE IN MAINTAINING SERVICE LEVEL AGREEMENT (SLA) & RESOLUTION OF REPORTED ISSUE**

Bidder has to enter into Service Level Agreement (SLA) with Bank. SLA will include the terms and conditions mentioned in this bid.

Penalty, if any, shall be recovered from performance bank guarantee or may be deducted from the payment of final bill.

In such cases, Bank shall deduct proportionate payment as per the guidelines.

## **9 SIGNING OF CONTRACT INTEGRITY PACT**

The bidder should undertake an Integrity Pact as per the Performa (Annexure L) provided by the bank to the bidder as per CVC guidelines.

## **10 INDEMNITY**

The bidder shall indemnify the Bank in case of any eventualities which shall impact the Bank. Further any negotiation/contact between bidder with the third party or any person employed under, any cost or eventuality shall be borne by the Bidder/ service provider. In this regard bidder has to give undertaking as performa given in tender document.

## **11 CANCELLATION OF ORDER**

After issuance of placement of order to successful bidder, Bank reserves the right to cancel the order without giving any notice, for following reasons–

- a) Non submission of acceptance of order within 7 working days of date of placement of order.
- b) Non submission of performance bank guarantee within stipulated time as specified
- c) Non execution of contract within the time specified by bank.

## **12 TERMINATION OF CONTRACT:**

The quality of services given by the bidder & progress of the project will be reviewed on monthly basis by the bank and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30days notice to the bidder. The decision of the bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following: -

- a) Excessive delay in execution of order placed by the Bank.
- b) Discrepancies / deviations in the agreed processes and / or vans.
- c) Failure of bidder to complete implementation within the time as specified.
- d) Violation of terms & conditions stipulated in this RFP.

## **13 NON DISCLOSURE**

- By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the Successful Bidder may have access to the confidential information and data of the Bank and its customers. The successful Bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:
- That the Successful Bidder will treat the Information as confidential and shall not disclose to any third

party. The Successful Bidder will also agree that its employees, agents, sub-contractors shall maintain Confidentiality of the Confidential Information.

- That the Successful Bidder will agree that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank without consent of the Bank. That the Successful Bidder will also agree to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the Successful Bidder shall use reasonable efforts to advise the Bank immediately in the event that the Successful Bidder learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the Successful Bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if the Successful Bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Vendor is bound to maintain the confidentiality. This Clause will remain valid even after the termination or expiry of this agreement
- That the Successful Bidder will strictly maintain the secrecy of Bank's data.

\*\*\*\*\*



**ANNEXURE-A**

<b>Tentative Fleet Requirement for Outsourced Cash Vans</b>				
<b>Sr No</b>	<b>Circle</b>	<b>Name of Currency Chest</b>	<b>Districts</b>	<b>*No. Of Vehicles</b>
1	CO Jhansi	Jhansi	Jhansi & Jalaun	2
		Lalitpur	Lalitpur & Mohba	3
2	CO Bareilly	Bareilly 1	Bareilly,	4
		Bareilly 2	Phibhit & Shajanpur	3
		Baduan	Baduan	2
	CO Aligarh	Railway Road, Aligarh	Aligarh	3
3				

\*One/Two Cash Van Plus or Minus may take place and district location may also vary.

The Status of Cash Vans Demanded as projected above can vary from time to time as per then prevailing conditions. Bank Reserves the right to discontinue all or any of the cash van or demand more if required.

\*\*\*\*\*

**CLIENT's CERTIFICATE REG. PERFORMANCE OF VENDOR FOR SUPPLY OF CUSTOMISED CASH VANS, LOADER, GUARDS ON HIRE BASIS FOR THE PURPOSE OF CASH REMITTANCES IN AGRA ZONE**

**"Strictly Confidential"**

Name & address of the Client.....

Details of Works executed by Shri/M/s .....

1.Name of work with brief particulars	
2. Agreement No. and date	
3. Agreement amount	
4. Date of commencement of work	
5. Stipulated date of completion	
6. Actual date of completion	
7. Details of compensation levied for delay (indicate amount) if any	
8. Gross amount of the work completed and paid	
9. Name and address of the authority under whom works executed	
10. Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11. i) Quality of work (indicate grading) ii) Amt. of work paid on reduced rates, if any.	Outstanding / Very Good / Good / Satisfactory / Poor
12. i) Did the contractor go for arbitration ? ii) If yes, total amount of claim iii) Total amount awarded	
13. Comments on the capabilities of the contractor/PSA.	

a) Technical proficiency	Outstanding / Very Good / Good / Satisfactory / Poor
b) Financial soundness	Outstanding / Very Good / Good / Satisfactory / Poor
c) Mobilization of adequate T&P	Outstanding / Very Good / Good / Satisfactory / Poor
d) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / Poor
e) General behaviour	Outstanding / Very Good / Good / Satisfactory / Poor
14. Any Other Remarks	

Note: All columns should be filled in properly. The document is to be submitted along with technical bids.

“Countersigned”

Signature of the  
Chief Manager/Asstt. Gen.Manager/ Dy. Gen. Manager  
With Office Seal & contact no.

\*\*\*\*\*

**Annexure – C****To be provided on letter head of the Bidder's Company****Technical Bid Parameters****(Please attached supporting documents)**

Punjab National Bank				Bank Remarks
Technical bid parameters				
1	Name of the company			
2	Year of establishment			
3	No. of years in business of Cash van service			
4	Status of the service provider (Whether Pvt. Ltd. Company/Public Ltd. Company/Partnership service provider/Proprietorship service)			
5	Name of the Directors/partners/Proprietor			
6	Supporting documents for executed similar works as mentioned in eligibility criteria (work order and completion certificate)			
7	Registration status along with Numbers and dates for service Tax, Sales Tax, central Excise Tax, income Tax, PAN, PF, ESIC, and State Govt. For armed guard services and Cash Van services (Supporting Documents including sales tax clearance and IR clearance certificates to be enclosed)			
A	Central excise Tax number			
B	Income Tax number			
C	PAN Number			
D	GSTIN			
E	ESIC number			
F	GST Clearance			
G	IR clearance Certificate (if applicable)			
H	State Govt registration for Armed Guard			
I	State Govt registration for cash van services			
8	Registration status as per PSARA Act of 2005 in Uttar Pradesh where operating and local govt, sanction for cash van services			
9	Name and address of Bankers			
10	Turnover of last three years (Balance Sheet and CA certificates be enclosed ), FY 2018-19, 2019-20, 2020-21			
	Turnover 2018-19			
	Turnover 2019-20			
	Turnover 2020-21			

11	Profit last three years (Audited P&L A/C and bal sheet to be enclosed) 2018-19,2019-20,2020-21					
	Profit 2018-29					
	Profit 2019-20					
	Profit 2020-21					
12.	Details of Cash van inventory /rolls of the company:-	Large	Small	Make	Vintage (Years)	
	(i) Total No. Of Cash vans Separately as Large/Small, make and vintage in years					
	(ii) Total No. Of drivers held on rolls					
13.	Details of Cash Vans provided to Public Sector and Commercial Banks in last three years. (Details as per the format given below among the work order copies and performance certificates in respect of such services)					
14	Name of the organization	Period of service	Type of Cash van	Quantity of cash van	Contact Person / email of the Bank	
15	Location with addresses of Branch offices in the states where cash van services are being provided (Documentary proof to be enclosed)					
16	Wherever copies are required to be furnished, these are to be certified copies, preferably by concerned agencies or client/ Bank.					

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Seal of Company**

\*\*\*\*\*

**Format for Police Verification and Bio data of Driver/Gunman/Loader**

**BIO-DATA**

Latest photograph

1. NAME :
2. FATHER'S NAME:
3. AADHAR CARD NUMBER:  
(Copy of Aadhar card)
4. PERMANENT RESIDENTIAL ADDRESS:  
(Copy of PAN/Voter ID/Driving License etc)
5. PRESENT RESIDENTIAL ADDRESS:  
(Copy of PAN/Voter ID/Driving License etc)
6. NAME, ADDRESS & CONTACT NO.  
OF NEXT OF KIN:
7. REFERENCES WITH DETAILS:

8. PREVIOUS EMPLOYMENT DETAILS:

9. ADDITIONAL DETAILS:

Ex-service Gunman-

(i) Copy of Valid Gun License,

(ii) Copy of Army Discharge Book

b.Driver-

(i) Valid Commercial Driving License:

10. DATE OF BIRTH:

11. MEDICAL HISTORY:

12. ACADEMIC QUALIFICATION:

13. SPECIAL QUALIFICATION/TRAINING:

14. EXPERIENCE:

I do here by declare that the facts stated above are true and correct to the best of my knowledge.

PLACE:

DATE: (Signature of driver/ gunman/loader)

\*\*\*\*\*

**Annexure - E**

**TURNOVER CERTIFICATE** (On letter head)

This is to certify that M/S \_\_\_\_\_, a company incorporated under the company Act 1956 with its headquarters at \_\_\_\_\_  
Is having turnover, Profit/loss and net worth status for last three years as under:

S No.	Financial years	Turnover (In Rs.)	Profit /Loss (In Rs.)	Net worth (In Rs.)
1.	2018-19 (01.04.18-31.03.19)			
2.	2019-20 (01.04.19-31.03.20)			
3.	2020-21 (01.04.20-31.03.21)			

Date:

(Signature of CA / Statutory Auditor)

Name of CA / Statutory Auditor

Seal of Company

\*\*\*\*\*



**Undertaking for Blacklisting**

**(To be submitted on Rs.100.00 Stamp paper) To be provided on letter head of the Bidder's Company**

**I / We hereby certify that the firm has not been blacklisted by any central / state Govt. / Public undertaking / institute on any account during last 3 years.**

**I / We also certify that the above information is true and correct and in any case, at any stage of contract if it is found that any details provided above is incorrect the executed contract with our firm/company & any other contract given to the above firm/company may be summarily terminated and bank will take any necessary legal action in this regard the firm blacklisted.**

**Date:**

**Authorized signatory**

**Seal**

**Name:**

**Designation:**

**Contact no:**

**Place:**

\*\*\*\*\*

**UNDERTAKING FOR UNARMED GUARDS/ ARMED GUARDS**

**To be provided on letter head of the Bidder's Company**

To

Dy. Zonal Manager  
Punjab National Bank  
Zonal Office, 1-2 Raghu Nath Nagar  
MG Road, Agra-282002

Sir,

We M/s..... , a company incorporated under the companies Act,1956/2013

With its headquarters at, ..... do hereby undertake to submit Registration certificate/authority as per PSARA Act 2005 to provide Unarmed guards/ Armed Guards, if required by the Bank with cash van.

We certify that the armed guards to be deployed in CCVs shall be having valid gun licence in his name and retainership.

Dated at.... day of .....

Thanking You,

Yours faithfully,

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

\*\*\*\*\*

**UNDERTAKING FOR EMPANELMENT OF STAFFS I.E. LOADER, DRIVER OF THE CCV,  
ARMEDGUARDS WITH VALID GUN LICENCE & RETAINER**

**To be provided on letter head of the Bidder's Company**

To  
Dy. Zonal Manager  
Punjab National Bank  
Zonal Office, 1-2 Raghu Nath Nagar  
MG Road, Agra-282002

Sir,

We M/s ....., a company incorporated under the companies Act, 1956/2013

With its headquarters at, .....do hereby undertake that we have sufficient number of empanelled loaders, Drivers for Customised Cash Vans, Armed Guards having valid gun licence and retainership.

We also undertake that in case of exigencies such as sickness/absent from duty/leave/any other unwanted situations of above manpower, we have additional suitable staffs who may be utilise for the above services.

In case of violation of above, we are bound to pay penalty imposed by the Bank as mentioned in the Tender Document.

Dated at.... Day of .....

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation: Seal of Company**

\*\*\*\*\*

**Annexure – I**

**To be provided on letter head of the Bidder's Company**

**COMPLIANCE STATEMENT**

<b>Compliance</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
<b>Terms and Conditions</b>	We here by undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s)etc. stipulated by the Bank in this RFP.(Any deviation may result in disqualification of bids).	
<b>Technical Specification</b>	We certify that the services offered by us for tender confirms to the scope of work and specifications stipulated by you. (Any deviation may result in disqualification of bids).	

**Signature of Authorized**

**Signatory Name of Signatory:**

**Designation:**

**Seal of  
Company  
Date-**

\*\*\*\*\*

**To be provided on letter head of the Bidder's Company**

To  
Dy. Zonal Manager  
Punjab National Bank  
Zonal Office, 1-2 Raghu Nath Nagar  
MG Road, Agra-282002

Sir,

**Undertaking of INDEMNITY**

I/ We M/s ..... assume responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of our obligation under these general conditions or for which we have assumed responsibilities under the contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the contract. The company M/s ..... comply with all the requirements of such laws and regulations as may be necessary.

Where any patent, trade mark, registered design, copy rights and/or intellectual property rights vest in a third party, the company shall be liable for settling with such third party and paying any license fee, royalty and/or compensation there on.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for in junction in connection with any rights affecting the CCVs supplied by the company covered under the contractor the use thereof, the company agrees and undertakes to defend and/or to assist the Bank in defending at the company's cost against such third party's claim and/or actions and against any law suits of any kind initiated against the Bank.

**Note: Bank may ask for any other document on its discretion.**

**Signature of Authorized**

**Signatory Name of Signatory:**

**Designation:**

**Seal of Company**

**Date-**

\*\*\*\*\*

**ANNEXURE - K**

**PROFORMA FOR THE BANK GUARANTEE (AS SECURITY DEPOSIT) BY THE SHORTLISTED BIDDER AFTER COMPLETION OF TENDER PROCESS**

(To be stamped in accordance with stamp Act)

Ref: Bank Guarantee

Date:

Punjab National Bank  
Zonal Office, 1-2 Raghu Nath Nagar  
MG Road, Agra-282002

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_ Dated \_\_\_\_ M/s

\_\_\_\_\_ having its registered office at \_\_\_\_\_

Here in after Called "bidder") shall submit an irrevocable Financial Bank Guarantee (issued by a nationalized/ scheduled commercial Bank) against security deposit amounting to **Rs. -----/- (Rupees -----lacs only)** (Amount will be finalised as per security amount clause) (valid for a contractual period of **three years** extendable upto **2 year** (if required by the bank), is required to be submitted by the bidder, finalised, after the tender process, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_

\_\_\_\_\_ has undertaken in pursuance of their offer to Punjab National Bank

(here in after called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_

(Address of Bank) to issue an irrevocable financial Bank Guarantee against security deposit amounting to **Rs. ....- -----/-Rupees(Rupees-----only)** valid up to end of contractual period of three years extendable to another 2 year (if required).

We, the \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ the refer Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs. ....- -----/- (Rupees ....- -----only) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to (60 days beyond the date of completion of all contractual obligation). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from the Bidder, on whose behalf guarantee is issued "notwithstanding anything contained herein above Our liability under this bank guarantee shall not exceed Rs\_\_\_\_\_ Rupees\_\_\_\_\_ (in words).

This bank guarantee shall be valid up to ..... We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve up on us a written claimer demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_

\_\_ Day of \_\_\_\_\_ at \_\_\_\_\_

**Name of signatory**

**Designation**

**Bank Common Seal**

\*\*\*\*\*

**INTEGRITY PACT**

To,

Dy. Zonal Manager  
Punjab National Bank  
Zonal Office, 1-2 Raghu Nath Nagar  
MG Road, Agra-282002

Sub: Submission of Application for .....

Dear Sir,

I/We acknowledge that PNB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PNB.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Annexure-M of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, PNB shall have absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

\*\*\*\*\*



**Pre Contract Integrity Pact**

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as "The Bidder/ Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

***Section 1- Commitments of the Principal***

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## ***Section 2- Commitments of the Bidder(s)/ Contractor(s)***

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/ contract. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2). The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## ***Section-3 Disqualification from tender process and exclusion from future contracts.***

If the Bidder(s)/ Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act 1988 and other Financial Rules / Guidelines etc.

#### **Section 4- Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5- Previous transgression**

- (1).The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/ state government department in India that could justify his exclusion from the tender process.
- (2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in” Guidelines on Banning of business dealing”.

#### **Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact (IP) by the Sub-contractor. It is to be ensured that all sub-contracts should also sign the IP.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

#### **Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8- Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

Dr. Sart Kumar Acharya and Sh. Deepak Anurag have been appointed as Independent External Monitors (IEMs) by our Bank. Their e-mail addresses are as under:

S. No	Name of IEM	e-mail
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1	Dr. Sart Kumar Acharya (Ex – CMD, NLC India Limited	<a href="mailto:sarat777@rediffmail.com">sarat777@rediffmail.com</a>
2	Shri Deepak Anurag (IA&AS)	anuragd@cag.gov.in

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would be provided access to all documents / records pertaining to the contract for which a complaint or issue is raised before as & when warranted. However, the documents / records / information have National Security implications and these documents which have been classified as Secret / Top secret are not to be disclosed.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/ herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD&CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word ‘**Monitor**’ would include both singular and plural.

**Section 09- Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD & CEO, PNB.

**Section 10- Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the “Place of award of work”..
2. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. **If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.**
5. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
6. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
7. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness1:

(Name &Address)

Witness2:

(Name &Address)

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**Bid Declaration Format**  
**To be provided on letter head of the Bidder's Company**

To  
Dy. Zonal Manager  
Punjab National Bank  
Zonal Office, 1-2 Raghu Nath Nagar, Opposite Sanjay Place,  
MG Road, Agra-282002

Dear Sir,

**PROVIDING CUSTOMISED HIRED CASH VAN SERVICES FOR CASH REMITTANCE IN BRANCHES/OFFICES UNDER AGRA ZONE, PUNJAB NATIONAL BANK**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to execute the contract, if required,

Or

(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) the receipt of your notification of the name of the successful Bidder;

Or

(ii) thirty days after the expiration of the validity of my/our Bid.

We know that if we are a Joint Venture/Partnership firm, Bid Securing Declaration should be in the name of the JV/Partnership firm submitting the bid. If the JV (is not legally constituted at the time of bidding)/ In the case of Partnership, the Bid securing Declaration will be signed by all the partners named in the JV Agreement/Partnership deed for and on behalf of the JV/partnership firm.

**Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)**

**Name: (insert complete name of person signing the Bid Securing Declaration)**

**Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)**

Dated on \_\_\_\_ day of \_\_\_\_\_ for Bid/Tender No.....

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## **PART-B**

### **Financial Bid**

**FINANCIAL BID FOR AC CUSTOMISED CASH VAN SERVICES (for cash vans in Currency chests / Branches located in Agra Zone of Punjab National Bank)**

<b>Sr. No. (A)</b>	<b>Item Description</b>	<b>Rates</b>
1	Rates of Small Company fitted AC Cash Van with Driver as per specifications mentioned in RFP for mileage of 2000 kms per vehicle per month on daily cumulative basis 2000 KMS per month. Rates must include all taxes, levies, cell phone charges, fuel charges, insurance premium, statutory charges to be paid to govt, or any other bodies). Applicable GST shall be extra	<u>To be filled online only</u>
2	In addition to Sr. No. a. Rates of additional charges @ per km (beyond assured mileage of 2000 kms)	<u>To be filled online only</u>
3	Additional charges of 1000 kms [(A) b rates x 1000]	<u>To be filled online only</u>
4	Per Month Rate of one Armed Guard complying with minimum wages of central govt	<u>To be filled online only</u>
5	Per Month Rate of one loader complying with minimum wages of central govt	<u>To be filled online only</u>
6	Additional rate per hour (as per minimum wages) <b>for one cash van with driver</b> , when the vehicle runs above 8 hours, subject to maximum 200 hrs. per month	<u>To be filled online only</u>
7	Additional rate per hour (as per minimum wages) for <b>one Armed Guard</b> , when the vehicle runs above 8 hours, subject to maximum 200 hrs. per month	<u>To be filled online only</u>
8	Additional rate per hour (as per minimum wages) for <b>one loader</b> , when the vehicle runs above 8 hours, subject to maximum 200 hrs. per month.	<u>To be filled online only</u>
9	Total Amount adding rates of Sr. No. (1+2+3+4+5+6+7+8+9 )	<u>To be filled online only</u>

Note:

1: Rates should include, all taxes, levies, cell phone charges, fuel charges, insurance premium, statutory charges to be paid to the govt. or any other bodies, salaries/wages etc. to be paid to driver's guards & loaders provided with CCV. However, toll charges, if any, shall be paid by the Bank against proper toll receipts with vehicle registration number.

2. Applicable GST shall be payable extra.

**Bidders Name with Seal & Authorised Signatory**

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