



SECURITY SERVICES, 2nd FLOOR, UNION BHAVAN,
CENTRAL OFFICE, UNION BANK OF INDIA, 239, VIDHAN BHAVAN MARG,
NARIMAN POINT, MUMBAI - 400021

Request for Proposal

For

Empanelment of Service Providers to have Rate Contract for providing Cash Van services for cash transportation, pan India.

Ref No: SS (SSD) 01/22

dated 28th July, 2022

Note: This document contains 78 pages including this cover page



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DISCLAIMER

1. The information contained in this Request for Proposal (RFP) is provided to the Cash Van Service Providers (CVSP) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.
2. The purpose of this RFP is to provide CVSP with information to assist the formulation of their proposals. This RFP does not claim to contain all the information CVSP may require. CVSP should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Union Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Union Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the Cash Van Services in Bank's branches on pan India basis. The provision of the services is subject to empanelment and selection of CVSP through the process of tender and appropriate documentation being agreed between the Bank and successful CVSP as identified by the Bank. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with CVSP.
3. This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which CVSP will be responsible. CVSP (s), by participating in this process for empanelment, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary by the Bank for the proper performance of the Contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and CVSP response to the same extent and in the same manner as if specifically described in this RFP and CVSP's response.
4. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their proposals.

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1. INTRODUCTION

1.1. Union Bank of India, Central Office, Mumbai (herein after referred as 'Bank' invites sealed proposals (herein after referred as 'Bid') under two Bid system from Cash Van Service Providers (herein after referred as 'Bidder') for Empanelment & Rate contract for provision of Cash Van Services for transporting cash on "Pan India" basis.

1.2. The Bank intends to avail services of approximately 350 cash vans to be deployed Pan India as required by Bank. The cash van deployment would be required to be completed within 30 days from the date of issue of work order issued by the Bank.

1.3. The RFP documents and Forms can be downloaded from website: www.unionbankofindia.co.in and www.eprocure.gov.in and can be submitted along with the Techno-commercial Bid on payment of Rs.25000/- (Rs Twenty Five Thousand only), Non-Refundable, by way of Demand Draft/Pay Order favoring Union Bank of India payable at Mumbai.

1.4. Schedule of events and relevant details

Sl. No.	Event		Details
1	Date of commencement of issue of Draft RFP	:	28-07-2022
2	Last date for submission of queries/seeking clarification on the RFP	:	06-08-2022 by email only at cosec@unionbankofindia.bank
3	Pre-Bid Meeting	:	10.08.2022 at 1100 hours at Central Office of Bank at Mumbai.
4	RFP after incorporating changes agreed in Pre Bid Meeting, if any	:	12.08.2022 on Bank's web site only
5	Last date for submission of Bids	:	17.08.2022 by 1500 hours in sealed cover to be dropped in Tender Box kept at 7 th Floor of Central Office of Bank located at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-21. <u>Please Note: NO other mode of submission of Bid through courier etc will be permitted.</u>
6	Opening of Technical Bid	:	17.08.2022 by 1530 hours at 7 th Floor of Central Office of Bank at Mumbai
7	Cost of RFP forms	:	Rs. 25,000/- (Twenty Five Thousand only)
8	Ernest Money Deposit / Bid Security	:	Rs.30 Lakh / Bid Security Declaration where exempted
9	Queries (In the format given in para 41.14) with regard to this RFP are to be addressed only through Email to (Bidder must give their Name, Designation, Address and Contact details i.e. telephone number and Email address raising the query)	:	Asst. General Manager (Security), Union Bank of India Email: cosec@unionbankofindia.bank

1.5. In case of any unexpected interruption due to events beyond control of the concerned Tender Committee, the process interrupted will be continued on the subsequent working day at the scheduled time.

1.6. Scope of work - Empanelment and Rate Contract for providing Cash Van Services Providers (CVSP) including the cash van, cash crew, all other accessories/items and related aspects for transporting cash as required by Bank pan India on 'hired on lease' basis during tenure of Empanelment and Contract. The detailed standard operating procedure for cash handling and movement shall be decided by Bank.

1.7. Validity period - The empanelment will remain valid for a period of three years from 01 October 2022 to the 30 September 2025 which may further be extended up to 30 September 2027, directly or in parts, if required by Bank and agreed by CVSP. The period of Rate Contract will be same as of empanelment (Including extended period, if any). Performance of CVSP shall be reviewed by Bank time to time and in case of unsatisfactory performance by Service Provider, contract of service will be terminated by Bank by serving warning/notice and work would be assigned to other CVSP.

2. INSTRUCTIONS TO BIDDERS

2.1. The Bid should remain valid for a period of at least 180 days from the last date of submission of Bid. In case the last date of submission of Bid is extended, the Bidder should ensure that the validity of Bid is reckoned from the date of modified last date of date of submission of Bid.

2.1.1. The Bid should be signed by the Authorized Signatory of the Bidder and the authorization letter should be submitted along with the Bid.

2.1.2. The final contract shall be subject to approval of competent authority of the Bank. The decision of the Bank related to procurement of services shall be final and binding on the Bidders. This is a request for proposal for empanelment & rate contract. It also means that the Bank is under no obligation to empanel or to award contract.

2.1.3. Bank reserves the sole right for carrying out amendments / modifications / changes in the Bidding process including any addendum to this entire Bid. The Bidders shall not claim as a right, requiring Bank to do the aforesaid.

2.1.4. It is mandatory to submit the Technical Offer as per the format suggested herein duly filled in, along with the other documents. The Bank, at its discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical & other details. The Bank will not normally allow/permit changes in the technical specifications at a later date. Failure to submit this information along with the offer could result in disqualification.

2.1.5. The Technical Offer must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. There should be one common serial number running through everything submitted. A recommended practice is to number the documents and show document number and page number as in 6-30, meaning page 30 of document 6. The table of contents should clearly indicate the number of pages in each document (e.g., pages 1 to 30 in Document No.6).

2.1.6. Technical supporting documents will not contain any pricing or commercial information at all. Technical supporting documents with any commercial information will be rejected.

2.1.7. Indicative Price Bid must be completely and correctly filled and signed by authorized person under seal of the Bidder. Under no circumstances, any alteration will be permitted in the submitted Indicative Price Bid. The Bank may waive any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder. Bank's Right to Accept or Reject any Bid or All Bids: The Bank further reserves the right to accept or reject any offer and annul the Bidding process or even reject all Bids at any time prior to award of the contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders about the grounds for the Bank's action. The Bank reserves the right to select more than one Bidder keeping in view its large requirements. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the vendor.

2.2. The Bidder is advised to carefully read and understand the complete scope/ value and volume of the contract involved before submitting their tenders. In general, Bidder shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. Submission of a tender by the Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions, rates and other factors bearing on the execution of the works. No clarifications will be entertained after submitting the tenders. Deadline for Submission of Bids: Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of Bids being declared a holiday for the Bank, the Bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this deadline for submission of Bids by amending the Bid documents, in which case all rights and obligations of the Bank and Bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence/Bid should be addressed to Bank at the following address:

The Asst General Manager (Security)
Security Services,
Union Bank of India, Central Office, 239, Vidhan Bhavan Marg,
Nariman Point, Mumbai 400021

2.2.1. Late Bids: Any Bid received by the Bank after the deadline for submission of Bid will be rejected.

2.3. The Bank reserves the right to reject a Bid under any of the following circumstances.

2.3.1. Cost of RFP is not submitted except where exemption is claimed.

2.3.2. Incomplete TBO and/or IPBO and/or without documentary proof.

2.3.3. When the Bid (TBO/IPBO) is not in conformity with the terms and conditions stipulated in RFP or the Bid violates any terms and conditions in the RFP document.

2.3.4. IPBO format differs from the format given in **Annexure IV**.

2.3.5. The information provided in the Bid is found to be false or factually incorrect.

2.4. The Bid shall be treated as unresponsive and ignored summarily if it does not comply to below mentioned basic technical requirements.

- 2.4.1. Incomplete/Unsigned/illegible Bid.
 - 2.4.2. Bid with shorter validity period than prescribed
 - 2.4.3. Bid without EMD except where exemption is claimed with documentary proof
 - 2.4.4. Bidder did not agree to submit Performance Bank Guarantee.
 - 2.4.5. Bid not matching with technical specifications requirements given in the RFP
 - 2.4.6. Bidder did not agree to essential terms and conditions incorporated in the RFP
- 2.5. **Government Resolution/Notification** - Bidder/s are requested to refer to the notification of Ministry of Finance, Department of expenditure (Public Procurement Division) dated 23/07/2020 regarding restrictions under rule 144 (xi) of the General Financial Rules 2017 (Press release dated 23/07/2020). These restrictions are related to procurement from Bidders from a country or countries which share land border with India, on the ground of defense in India, or matters directly or indirectly related thereto including national security.
- 2.5.1. Any Bidder from a country which shares a land border with India will be eligible to Bid in the present tender process, **if the Bidder is registered with the competent authority as specified** in Annexure of the said notification.
 - 2.5.2. The registration as mentioned above should be valid at the time of submission of Bids and during entire empanelment/contract period. If at any time during empanelment/contract period, the validity of registration is found invalid, bank will take all actions as per law and government guidelines.
 - 2.5.3. Further details are provided in the annexure to the notification mentioned above.
 - 2.5.4. Bidder found not eligible will not be considered for empanelment/Contract.
 - 2.5.5. Similarly, all applicable Government rules, regulations etc. shall be strictly followed by the Bidder.
- 2.6. **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 notice. The Bank reserves its right to reject any or all offers without assigning any reasons whatsoever.
- 2.7. **Payment to Firms** - The payment for Cash Van Services availed shall be made by the end user Currency Chest or Branch of the Bank adhering to the following:-
- 2.7.1. Payment shall be made to the Bank account of the Bidder through online/NEFT/RTGS mode only as per the rate approved by the Central Office and on submission of the GST bill. The bill and supporting documents will be scrutinized for its correctness as per rates, terms and conditions of the contract as approved by the Central Office.
 - 2.7.2. Bank will not make payment for services not provided by the service provider. Pro rata charges may be paid for partial services rendered by Service Provider at the discretion by Bank.
 - 2.7.3. Any issues related to payment should be communicated to the concerned Currency Chest or Branch within 15 days from the date of arising of such issue. Matter must be escalated to higher authority within a month to avoid pendency.
 - 2.7.4. No advance amount will be paid to Service Provider. No cash payment shall be made.

2.8. The Service Provider will ensure strict compliance of all labour laws pertaining to the members of cash crew deployed for the duty of Bank and Service Provider only will be liable to pay all applicable levies and penalties, if any, imposed by authorities concerned for not complying with labour laws. In the event of any demand served by any of the authorities in this regard, the Bank will be entitled to recover any such amounts from the bills / amount payable or from the performance guarantee or from the assets of Service Provider available in the Bank premises.

2.8.1. Service Provider (SP) shall ensure that they or their partner Private Security Agency (PSA) providing them Armed Guards for Cash Van must have valid license under Private Security Agencies Regulation Act 2005(PSARA 2005) applicable in the State/s. Service Provider or PSA, who so ever is providing Armed Guard and other members of Cash Crew for deploying on Cash Van for Banks duty shall adhere to:-

- The Contract Labour (Regulation and Abolition) Act, 1970.
- The Payment of Wages Act, 1936.
- The Industrial Disputes Act, 1947.
- The Minimum Wages Act, 1948.
- The Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The Equal Remuneration Act, 1976.
- The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

2.8.2. It is an obligation on the part of the Bank as a Principal Employer to ensure that the Service Provider or their partner PSAs do remit statutory contributions to the concerned authorities without fail, wherever applicable and submit proof of such remittances on demand.

2.8.3. Service Provider should have Registration with the ESI Corporation under ESI Act and should have been allotted with a Code Number by the ESIC (Proof Document - Valid Registration Certificate with Code number from ESIC) to ensure correct deduction and contribution of ESIC.

2.8.4. Service Provider should have Registration with EPFO under EPF & Miscellaneous Provisions Act 1952 and should have been allotted Registration number (Proof document - Valid Registration Certificate with Registration number from EPFO) to ensure correct deduction and contribution of EPF.

2.8.5. Service Provider should have their own infrastructure for training members of Cash Crew to be deployed on Banks duty. Otherwise, tie-up arrangement with training establishments provided if, PSARA applicable in the State(s) permits such tie-up arrangement for training.

2.8.6. Service Provider should be remitting net salary to Bank Account of members of Cash Crew (Proof documents - Copy of members of Cash Crew's Bank Account passbook/statement indicating credit of the net salary for same

wage months & same member of Cash crew for whom salary slips are submitted.

- 2.8.7. The end user Currency Chest or Branch will verify the compliance of labour law for the previous month for all crew members of all cash vans before making payment for the services availed for which the bill is submitted. For such verification, the Service Provider shall submit the wage slip mentioning earning and deductions, Electronic Chalan cum Receipt (ECR) from EPFO and Contribution History Sheet (CHS) from ESIC for each crew member for each month for cash van deployed at the concerned Currency Chest and Branch. Similarly, the service provider shall provide the registration details with EPFO and ESIC for the Bidder and for each crew member of the cash vans to each end user of cash van services.
- 2.8.8. Service Provider should ensure that all members of Cash Crew are wearing proper uniform as prescribed by Service Provider.
- 2.8.9. The Service Provider while providing the required services should strictly follow procedure/process given in the work order/agreement, which is as per the extant policies of the Bank, Reserve Bank of India (RBI) and other Central and State Government authorities. The procedure/process can be modified by the Bank as and when required to improve efficiency and to mitigate risk, if any and/or guidelines issued by RBI during currency of the contract and agreement.
- 2.8.10. Bank reserves the right to determine and notify Region-wise branches and Currency Chest to be allotted to the Service Provider. Bank shall also determine and notify additional or reduction of cash van for the region, as per requirement from time to time till the contract is valid.
- 2.8.11. The Service Provider should have systems in place to generate and supply MIS reports as required by the Bank from time to time. Day end reports shall be submitted every day, giving the time spent on the activity and distance covered. For calculating the distance, actual distance from the originating point to the ultimate destination point.
- 2.8.12. Offices of the Service Provider shall be manned by experienced people to respond to situations and queries from the Bank on the movement of cash and related issues. The Service provider shall submit the contact details of the concerned office to the end user Currency Chest and Branch.
- 2.8.13. The Service Provider shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the Bank and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the Bank.
- 2.8.14. The Service Provider shall respond to all queries/complaints raised by authorized officials of Bank regarding the services provided, within reasonable time.
- 2.8.15. The Service Provider shall use the cash vans deployed with Bank exclusively for Bank's service and shall not be involved in any other assignment during the tenure of contract.

- 2.8.16. The Service Provider should equip itself with necessary standby facilities in case of any contingency, to ensure continuous and uninterrupted services.
- 2.8.17. All the terms and conditions as mentioned in the RBI circular no. RBI/2017-18/152 dated 6/4/2018 and guidelines issued by RBI, Central and respective State Government authorities issued till date shall be adhered to. Any deviation from the said guidelines during the currency of the contract shall be treated as breach of contract. Bank shall be free to exercise any administrative / legal option available.
- 2.8.18. Character and antecedent verification of all crew members associated with cash van movement should be done meticulously both by Service Provider and Police. Strict background check of all cash crew members which includes police verification and residence verification of all crew members for last three years by Service Provider. Record of the antecedent check, KYC documents will be made available by Service Provider to the Bank at least 15 days in advance of the commencement of cash transport operations.

2.9. Compliance with Laws

- 2.9.1. The Service Provider agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Bank is informed or information comes to the Bank's attention that the Service Provider is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this Agreement with immediate effect.
- 2.9.2. The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, subcontractors and agents including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act and shall establish and maintain all proper records particularly but without limitation, accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records and returns as applicable under the Labour Legislation and the Service Provider shall indemnify and save the Bank harmless in the event of any claim from any statutory authority or any employee(s) or agent or employee(s) of subcontractors of the Service Provider.

2.9.3. Confidentiality and Secrecy

- 2.9.3.1. All tangible and intangible information obtained, developed or disclosed by the Bidder including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of said services under this RFP or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information").
- 2.9.3.2. The Service Provider shall ensure that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose of performance under this RFP and the Service Provider shall not

disclose or part with the Confidential Information to unauthorized person(s). The Service Provider shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The Service Provider shall ensure that their employees/agents/sub-contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.

2.9.3.3. In the event of any breach or threatened breach of this clause by the Service Provider and/or its employees/agents/sub-contractors, the Service Provider shall be liable to pay damages as may be quantified by the Bank.

2.9.3.4. In the event of any breach or threatened breach of this section by Service Provider/its employees/agents/sub-contractors, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider/its employees/agents/sub-contractors from any such breach, threatened or actual.

2.9.3.5. The provision under this para shall survive even after the expiry or termination of this agreement.

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

2.9.3.7. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank within seven days of issuing the order/letter of intent.

2.10. Indemnity: The selected Bidder shall fully indemnify and hold harmless the Bank against any penalty imposed by RBI for any reason connected with the services rendered by the selected Bidder, liability, losses, claims, costs including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account:

2.10.1. of any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this RFP by the selected Bidder/its employees/agents/subcontractors;

2.10.2. Of any robbery, theft, extortion, misappropriation, accident when any assets or properties or documents or instruments are or deemed to be in the custody of the selected Bidder.

2.10.3. The selected Bidder shall be liable to pay the amount to the Bank as determined by the Bank under this provision on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the selected Bidder against the future payments due by the Bank to the selected Bidder.

2.10.4. The selected Bidder shall fully indemnify and hold harmless the Bank against IPR, confidentiality and labour law violations.

2.10.5. Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. The selected Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank.

2.10.6. The selected Bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

2.11. Non-Transferable Offer

2.11.1. This Request for Proposal (RFP) is not transferable. Only the Bidder who has submitted the Bid will be eligible for participation in the evaluation process.

2.12. Normalization of Bids

2.12.1. If required, Bank may go through a process of technical evaluation and normalization of the Bids to the extent possible and feasible to ensure that, shortlisted Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the commercial Bids; the Bank may at its discretion ask all the technically shortlisted Bidders to re-submit the technical and commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following two manners:

2.12.2. Incremental Bid submission in part of the requested clarification by the bank or Revised submissions of the entire Bid in the whole.

2.12.3. The Bank can repeat this normalization process at every stage of Bid submission till Bank is satisfied. The shortlisted Bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted Bidders, by submitting the response to this RFP, agree to the process and condition of the normalization process.

2.13. Ownership and Retention of Documents

2.13.1. All information processed, stored, or transmitted by successful Bidder application belongs to the Bank. By having the responsibility to maintain the application, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

2.14. Penalty

2.14.1. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

2.14.2. The successful Bidder shall commence his services in the identified region/s

within one month from the date of Letter of Intent. Any delay in commencement of the services will attract penalty @ ` 5,000/- per Cash Van per week or part thereof. If delay is beyond 6 weeks, the services of the Service Provider will be deemed to have been terminated and the EMD/ performance guarantee submitted will be forfeited/ invoked.

- 2.14.3. The successful Bidder shall ensure that the cash vans provided will reach or leave the reporting branch/currency chest and provide services strictly as per schedule given by the Bank, failing which the Bank shall levy penalty @ ` 500/- per hour. Delay over 30 minutes will be considered as full hour. In case, the successful Bidder remained absent for the whole day, Bank shall levy penalty equivalent to proportionate charges payable on monthly basis.
- 2.14.4. Bank reserves its right to recover the penalty through any mode - by recovering from the amounts payable for the services rendered, from any payment being released to the vendor, irrespective of the fact whether such payment is releasing to this contract or otherwise or invoking the Bank Guarantee or any other assets of the Bidder lying with the Bank.
- 2.14.5. If any act or failure by the Bidder under the agreement results in failure or disruption in the service and if the Bank has to take corrective actions to ensure smooth services, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 2.14.6. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 2.14.7. Any financial loss to the Bank on account of fraud/loss in transit taking place due to acts of the Bidder, its employee or their services provider's negligence shall be recoverable from the Bidder within a period of 3 working days from the date of incident along with damages if any with regard to the Bank's reputation and goodwill. Any delay beyond this period will attract a penalty of 2% per month without prejudice to the other rights of the Bank, including termination of the agreement and legal recourse.
- 2.14.8. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.
- 2.14.9. Penalty for non-fulfillment of terms of contract will be calculated per day per van at double the rate paid by the Bank considering 24 working days in a month. The Bank shall also seek further damages from the service provider for disruption in the service.

2.15. Audit

- 2.15.1. The services provided by the Bidder shall be subject to the audit at the discretion of the Bank.
- 2.15.2. The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents

required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a stipulated time frame.

2.15.3. In line of above, the selected Bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.

2.15.4. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Bidder.

2.15.5. The tender documents shall be submitted strictly in conformity with the specifications. The eligibility will be ascertained first to identify the eligible Bidders for evaluation of technical Bids. Subsequently the technical Bids of eligible Bidders will be processed to find the eligible Bidders for opening and evaluation of commercial Bids. The Bids received and accepted will be evaluated by the Bank to ascertain the lowest Bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of order/letter of intent without assigning any reasons whatsoever.

2.15.6. The Bank reserves the right to re-tender. The Bank shall not incur any liability to the affected Bidder(s) because of such rejection. The Bank shall not be obliged to inform the affected Bidder(s) of the ground for the Bank's rejection. The Bank is not responsible for non-receipt of Bids within the stipulated date and time due to any reason including postal delays or holidays.

2.15.7. The Bank reserves the right to the following :

2.15.7.1. To modify the terms & conditions and specifications detailed in the RFP and also to obtain revised prices from the Bidders with regard to such changes.

2.15.7.2. All the Software to be supplied should be original, latest version & licensed.

2.15.7.3. Canvassing of any kind will not only invite disqualification but also will debar the Bidder from future participation in the tendering process.

2.15.7.4. Bidder has to comply with the standard data security system and abide by the Information Security policy of the Bank.

2.15.7.5. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false/incorrect information the Bid will be rejected summarily by the

bank.

- 2.15.7.6. Bidder has to comply with all terms and conditions as mentioned in this RFP document. Bids not conforming to the requirements of the RFP may not be considered by the Bank. However, the Bank reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of the Bank, the best interest of the Bank be served by such waiver.

2.15.8. Modification and Withdrawals of Bid

- 2.15.8.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 2.15.8.2. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- 2.15.8.3. No Bid may be modified after the deadline for submission of Bids.
- 2.15.8.4. No Bid may be withdrawn in the intervening period between the deadline for submission of Bid and the expiration of the period of Bid validity specified in the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.
- 2.15.8.5. RFP Response: If the response to this RFP does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the RFP is liable to be rejected. All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.
- 2.15.9. The RFP and all supporting documents are the sole property of the Bank and violation of this will be a breach of trust and Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by Bidders shall become the property of the Bank.
- 2.16. **Sub-Contractors:** The cash will be transported only in owned / leased security cash-vans of the service provider or its first level sub-contractor who should also be holders of all licenses as applicable to the primary service provider. No sub-letting of any provisions of this contract will be permitted beyond first level under any circumstances. The Bidder shall not assign or subcontract any of its responsibilities contained in this RFP to any agent, sub-agent or subcontractor without prior written permission of the Bank, which the Bank may deny at its absolute discretion and if the bank gives such prior written permission to sub - contract or any agent, it shall not be construed as waiver of any accrued rights

and/or liabilities and the Bidder shall be fully responsible for all acts and omissions of its contractors, sub-contractors or agents. The Bidder shall not be construed to create any contractual or other relationship between the Bank and any such contractor/ sub-contractor or agent, nor any obligation on the part of the Bank to pay or see to the payment of any money due to any contractor/ sub-contractor/agent. Bank shall have right to assign this agreement or benefits of this agreement to its subsidiary, associate or group company.

2.17. **Language of Bid:** The language of the Bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the Bids, the English translation will govern.

2.18. **Cost of Bidding:** The Bidder should bear entirely and exclusively all costs (whether in terms of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the Bid process including but not limited to cancellation/abandonment/annulment of the Bidding process.

2.19. **Independent Service Provider:** The agreement entered into with the successful Bidder shall be on a principal to principal basis between the Bidder and the Bank. The Bidder shall not be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The services rendered will be solely within control of the successful Bidder subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof. The Bidder's personnel, employees, agents, sub-contractor etc. have no authority/right to bind the Bank in any manner. The personnel or employees of Bidder shall be employed by the Bidder and governed by terms of the Bidder's employment and the Bidder shall be solely responsible and liable in the event of any adverse claims of whatsoever nature including all labour laws violations made on the Bank by the employees of the Bidder.

2.20. **Clarification/Amendment of Bidding Document:** To assist in the examination, evaluation and comparison of Bids the Bank may, at its discretion, may ask the Bidder for clarification. The response should be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

2.20.1. Bidder requiring any clarification of the Bidding Document may notify the Bank through e-mail addressed to: cosec@unionbankofindia.bank on or before 6th August 2022 which will be answered during Pre-Bid meeting scheduled to be held on 10th August 2022 at 1100 hours at Central Office of Bank located at 239, Vidhan Bhavan Marg, Nariman point, Mumbai-400021. Queries/clarifications sought by any other mode will not be entertained.

2.20.2. The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date

given in the schedule of events of this RFP document. Bidders are requested to visit our Banks website for clarifications and other communications.

2.20.3. Text of the queries rose (without identifying source of query) and response of the Bank together with amendment to the Bidding document, if any will be posted on Bank's website on 12th August 2022. No individual clarification will be sent to the Bidders. It is the responsibility of the Bidder to check the website before final submission of Bids.

2.20.4. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.

2.20.5. All Bidders must ensure that such clarifications / amendments have been considered by them before submitting the Bid and all such addendums/amendments/notices shall be binding on them. Bank will not take responsibility for any omissions by Bidder.

2.20.6. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

2.20.7. If required, Bank at its sole discretion may extend the deadline for submission of Bids in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids. Bank reserves the rights to extend the deadline for the submission of Bids. However, no request from the Bidder(s), shall be binding on Bank for the same. Bank's decision in this regard shall be final, conclusive and binding on all the Bidders.

2.21. No Erasures or Alterations

2.21.1. There should be no significant hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable to the Bank. The Bank may treat offers not adhering to these guidelines as unacceptable.

2.22. Contacting the Bank

2.22.1. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of price Bid to the time the contract is awarded.

2.22.2. Any effort by a Bidder to influence the Bank in evaluation of the Bid, Bid comparison or contract award decision may result in the rejection of the Bid. Bank's decision will be final and without prejudice and will be binding on all the parties.

2.23. TBO & IPBO should be submitted in separate sealed envelopes super scribed as 'Technical Bid Offer for Cash Van Services' and 'Indicative Price Bid Offer for Cash Van Services' (as applicable) with Bidder Name & Address and Name & contact number of authorized signatory. These envelopes containing offers should be submitted in a big, sealed envelope super scribed "Tender for Cash Van Services" with Bidder Name & Address and Name & contact number of authorized signatory. Bids which are not in sealed envelopes will be rejected.

2.23.1. The Bidders should furnish self-attested documentary evidence in support of each of the statements made herein and the originals are required to be produced for verification within the time limit prescribed elsewhere in this document.

2.23.2. During the period of evaluation, Bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If any part of the technical specification offered by the Bidder is different from the specifications sought in our RFP, the Bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.

2.23.3. Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.

2.23.4. The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

2.24. The number of cash vans mentioned above is notional for arriving at L1 value. The actual number of cash vans may vary and letter of intent may be placed in phased manner based on actual requirement of the Bank from time to time during the rate contract.

2.25. **COVID 19 - Pandemic Situation** - Bidders are expected to follow all protective measures and government guidelines against the corona virus while attending the meeting/s during the tender process as directed by the Government authorities. Any member of Cash Van Crew diagnosed Covid-19 positive or having symptoms of fever, sneezing or cough should not be deployed on Cash transport duty with Bank. Firms are requested to send representatives with authorization letter.

2.26. **Integrity Pact (IP):**

2.26.1. Bidders who commit themselves to Integrity Pact (IP) with the Bank, would only be considered competent, to participate in the empanelment process. In other words, entering into this pact would be the preliminary qualification. The Bid without Bidder's commitment to Integrity pact shall be rejected summarily.

2.26.2. IP shall cover all phases of empanelment/contract i.e. from the stage of Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the total period of contract/empanelment. Format of IP is attached in **Annexure VIII** for reference.

2.26.3. The following Independent External Monitors (IEMs) have been appointed by

the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the Integrity Pact.

2.26.3.1. Bharathi Sivaswami Sihag, (Retired IAS), E-mail- bsihag@gmail.com

2.26.3.2. Dr. Meeran Chadha Borwankar, (Retired IPS) E-mail- mcborwankar@gmail.com

3. Technical Bid Offer (TBO)

3.1.1. The TBO should be complete in all respects. It should NOT contain any price information. The TBO should be submitted in a sealed envelope containing the following in the sequence given below:

3.1.1.1. Demand Draft of Rs 25,000/- towards cost of RFP / Declaration to seek exemption on cost of RFP for being registered with National Small Industries Corporation (NSIC).

3.1.1.2. Bid Application cum Letter of undertaking as per **Annexure-I**.

3.1.1.3. Details of reference as per **Annexure- II**.

3.1.1.4. Profile and Pre-qualification declaration by the Bidder as per **Annexure-III**.

3.1.1.5. Demand draft towards EMD for Rs 30 Lakh/Bid Security Declaration form as per **Annexure V, whichever applicable**.

3.1.1.6. Undertaking that the specifications offered comply with the specifications required.

3.1.1.7. Documentation (Product Brochures, leaflets, manuals etc., if any).

3.1.1.8. Integrity Pact (IP) duly signed by authorized signatory submitted by Bidder will be reviewed to check if it is as per prescribed format.

3.1.1.9. Attested photocopies of relevant documents/certificates as proof, in support of information submitted related to the eligibility criteria and other claims made by the Bidder. (To be filed in a separate file).

3.1.2. All pages of the Bid including un-amended printed literature should be initialed by the authorized signatory signing the Bid. TBO details must be completely filled up. Corrections or alterations, if any, should be authenticated by the authorized signatory. The TBO must be submitted in an organized, numbered and structured manner (spiral binding will be appreciated). No brochures/leaflets etc. should be submitted in loose form.

3.1.3. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for commercial evaluation. Under the concerned stage of evaluation process, the Indicative Price Bid Offer of only those Bidders, whose technical Bids are qualified, will be opened.

3.1.4. The Bidder should mention the names of the Regions for which he is submitting the offer in the Technical Bid.

3.2. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

3.2.1. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability,

capabilities, track records, reputation among users and other similar features of a Bidder.

3.2.2. The Bank reserves the right to disqualify the Bidder/(s) if Bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. supply Installation, Implementation etc.

3.2.3. The Bank reserves the right to modify any terms, conditions or specifications for submission of Bids and to obtain revised Bids from the Bidders due to such changes, if any at any time prior to completion of evaluation of technical Bids from the participating Bidders.

4. **Indicative Price Bid Offer (IPBO)** - The IPBO should be submitted as per format on the Bidder's printed letter head duly signed with Name and designation of the authorized signatory with seal of the company.

4.1.1. The IPBO as given in Annexure IV shall be typed or written in indelible ink and shall be signed by the authorized signatory to bind the Bidder to the contract. IPBO details must be completely filled up, without corrections or alterations. Use of eraser and over writing shall not be accepted.

4.1.2. All amounts should be mentioned in Indian Rupees only and applicable GST/taxes should be mentioned separately.

4.1.3. IPBO should be submitted in a single sealed envelope.

4.1.4. IPBO of only empanelled Bidders will be opened.

4.1.5. No fresh claims except those mentioned in the TBO and IPBO shall be entertained once the contract is issued. All charges not mentioned in the IPBO shall be catered for in the IPBO. If any charges are not mentioned, the Bidder shall provide it free of cost to the Bank. However, for any fresh requirement by the Bank, not mentioned in this RFP and to comply with Banks requirement, if Service Provider would need to incur additional expenditure, then Bank may consider reimbursing beyond the scope of this RFP. Toll Tax, where ever applicable will be paid as per actual on submission of bill/ statement of Fast Tag.

4.1.6. The charges for Cash Van Services should be quoted on the basis as mentioned in the IPBO format given in the Annexure to this RFP.

4.1.7. The Bidder should submit the Indicative commercial offer separately for each Region for which he is submitting the Bid.

4.1.8. The IPBO offer must not contradict the Technical Offer in any way and should include the indicative cost of all the items offered. The Technical Offer should be sufficient to verify that all requirement asked for are quoted in the IPBO. This must contain all price information.

4.1.9. The Bidders should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the IPBO are allowed. Any deviations may lead to disqualification of the Bid.

4.1.10. The IPBO shall be on a fixed price basis and no upward revision in the price would be considered on account of subsequent increase in Govt. Levies/taxes, fuel cost, manpower cost etc. However, if there is any reduction on account of Govt. levies/taxes, during the offer validity period, the same shall be passed on to the Bank.

4.1.11. After evaluation of IPBO, the L1 Bidder will be selected using Reverse Auction process. Reverse Auction Rules are given in Para 3.9. The IPBO will be used for finalizing the starting Bid for reverse auction. After completion of the reverse auction, selected Bidder should submit the price break-up region wise as per the **Annexure IV**

4.1.12. The technically qualified Bidders will participate in the Reverse auction process that will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz. date and time, start price, Bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating Bidders before the event. The Bidders should furnish indicative prices for the project in their IPBO to facilitate finalizing the start Bid for Reverse auction.

4.1.13. The lowest IPBO (total cost) may be taken as the starting Bid of the Reverse Auction and not for deciding the L-1 status. Bidders should note that the IPBO is considered for the purpose of conducting Reverse auction process only. The L-1 Bidder will be decided only later, on finalization of prices through Reverse auction.

4.1.14. The L-1 Bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of his Final price (last Bid price) again region wise in **Annexure IV**. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD to Bank, which please be noted.

4.1.15. The final decision on the Bidder will be taken by Bank. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any Bidder in the final short-list.

4.1.16. The Bank will identify L1, L2, L3, L4 and so on Bidders only through the process of reverse auction for each Region. L2, L3, L4 and so on Bidders who will match the L1 price will be empanelled along with L1 Bidder.

4.1.17. For cash van services the price Bid comparison and for determination of L1, the formula given below shall be applied,

5. Price for determination of L1 = (36 x Charges for 8 hours per day and 2000 KM per month) + (36 x 500 x Per KM charges for additional KMs above 2000) + (36 x 30 x per hour charges for additional hours above 8 hours per day per month) + (36 x Overnight Stay Charges per night)

5.1.1. The Bank reserves its right to award contract to more than one firm if the L2 and L3 Bidders agree to provide services at the rate quoted by L1 Bidder. In such case, the L1 firm shall be allotted with 50 % of the total initial order and L2 firm shall be awarded with 30 % of the initial order and L3 will be awarded with 20% of the initial order, who agreed to provide services at L1 rate. In

case of unanticipated requirement of the Bank in future, after allotment of initial order, the Bank may allot the new order to any Bidder under contract (service provider) depending upon the number of cash vans required, their location and quality of performance of the service providers.

6. REVERSE AUCTION

6.1. Rules for Reverse Auction: Bank may consider the option of a Re-reverse Auction in following manner:

6.1.1. During the process of reverse auctions, if there is either no Bids from logged in Bidders or only one Bidder puts up Bid/s, Bank may decide a re-reverse auction by taking fresh Indicative prices from all qualified Bidders in sealed cover only, to amend the start price for Re-reverse auction.

6.1.2. In case the start price for the Reverse Auction event is decided by Bank and there are no Bids or only one Bid/s by a single Bidder in the Reverse Auction, Bank may decide Re-reverse Auction while further amending the start price.

6.1.3. Reverse auction will be valid only if two or more Bidders are participating in the reverse auction event. In all the above circumstances, the Vertical Head of the department may take a decision on re-reverse auction.

6.1.4. Reverse Auction through E-Procurement

6.1.5. The detailed procedure for Reverse Auction to be followed in the “Empanelment of Vendors for supply of Cash Van on Hire Basis for the purpose of movement of Cash among Bank’s Currency Chest, Branches and Customers all over India under Rate Contract” Project is given below:

6.1.5.1. The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers in separate sealed covers. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed in the technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the E-business rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

6.1.5.2. Further, please note that the Bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction. For participating in reverse auction digital signature is a pre-requisite.

6.1.6. Business Rules for Reverse Auction

6.2. Applicability

6.2.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.

6.2.2. All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format Exhibit-A.

6.2.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

6.3. Eligibility:

6.3.1. Bidders need to sign integrity pact as per Bank's prescribed format & covers under integrity pact in advance or at the time of submission of integrity pact by authorized signatory on or before last date & time of submission of bid with RFP fee & EMD cost.

6.3.2. In case bidder fails to submit integrity pact on or before last date & time of submission of bid, bid will be liable for rejection.

6.3.3. Only vendors who have submitted integrity pact and prescribed undertaking to the Bank and who are technically qualified can participate in Reverse Auction relevant to the procurement for which RFP is floated.

6.4. Compliance/Confirmation from Bidders:

6.4.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:

6.4.2. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Exhibit-A.

6.4.3. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)

6.4.4. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Exhibit-B.

6.4.5. Undertaking of Process Compliance Statement for RA as per Exhibit C

6.5. Training

6.5.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.

6.5.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

6.5.3. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

- 6.5.4. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.
- 6.5.5. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.
- 6.5.6. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.
- 6.5.7. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
- 6.5.8. Each bidder / bidder shall participate in the training at his / their own cost.
- 6.5.9. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.
- 6.5.10. Authorized representatives of the bidders named in the authorization letter given by the bidder (Exhibit-B) shall be given unique user name, password by the service provider / auctioneer.
- 6.5.11. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.
- 6.5.12. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder / bidder to whom login ID and password were assigned by the service provider / auctioneer.
- 6.5.13. Any bid once made through registered login ID / password by the bidder / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.
- 6.5.14. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- 6.5.15. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

6.6. TOTAL COST OF OWNERSHIP (TCO)

- 6.6.1. TCO refers to the aggregate amount payable by the Bank for transfer of ownership.
- 6.6.2. TCO shall encompass but not be limited to the following:
- 6.6.3. Cost of the equipment/product or services.
- 6.6.4. License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses).

- 6.6.5. Installation and commissioning charges, if any
- 6.6.6. The prices should include the comprehensive onsite warranty maintenance of the equipments covering all components, services, and visits to the concerned offices as specified in the RFP.
- 6.6.7. Annual Maintenance Charges for the period as specified in the RFP.
- 6.6.8. Transportation and Forwarding charges to respective sites.
- 6.6.9. Training costs for the product/service/equipment if and as defined in RFP.
- 6.6.10. Service Level Agreement (SLA) costs as defined in RFP for applicable period.
- 6.6.11. Facility Management/infrastructure support costs as defined in RFP.
- 6.6.12. Insurance to cover the equipment for and from transit period till installation.
- 6.6.13. The TCO shall be arrived at after deducting 'buy back' costs involved and if/as defined in the RFP.
- 6.6.14. TCO, however, shall not include variables of octroi and entry tax. These shall be paid as per actuals and on production of receipts. However, no penalties respecting octroi or entry tax shall be paid by the Bank and the vendor shall bear such expenses.
- 6.6.15. Total Cost of Ownership (TCO) refers to aggregate amount payable by the Bank for providing services of movement of cash between Bank's branches/customers and currency chest. TCO for each van shall encompass but not be limited to following :
- 6.6.16. Fixed monthly charges for covering 2000 KMs per month and working for 8 hours per day.
- 6.6.17. Charges for covering additional 500 kms in a month.
- 6.6.18. Charges for working beyond 8 hours in a day for 30 hours in a month.
- 6.6.19. Charges for one overnight stay per month

6.7. DATE/TIME OF REVERSE AUCTION

- 6.7.1. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
- 6.7.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

6.8. CONDUCT OF REVERSE AUCTION

- 6.8.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- 6.8.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empanelled by the Bank.

6.9. PROXY BID

- 6.9.1. A proxy bid is one where bidder can submit the lowest bid amount by

him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

6.9.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

6.9.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

6.9.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

6.10. **TRANSPARENCY IN BIDS:** All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

6.11. **MASKING OF NAMES**

6.11.1. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

6.11.2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

6.12. **START PRICE:** Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

6.13. **DECREMENTAL BID VALUE**

6.13.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs. 500/- or 0.25% of the Start price of the Reverse Auction, whichever is higher.

6.13.2. The bid decrement value shall be rounded off to the nearest hundred of rupees.

6.13.3. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level and should not exceed 2% of start bid price at a time)

6.14. **COPY OF BUSINESS RULES**

6.14.1. The Bank shall supply copy of the Business rules to any bidders / bidders, wishing to participate in the reverse auction. Such request shall

be made in writing to the Bank by an authorized representative of the bidder.

6.14.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

6.14.3. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and bidding.

6.15. SPLITTING OF ORDERS

6.15.1. If any RFP specifically authorizes splitting of orders for the sake of reducing dependency on single source of supply or provision of service, Bank is entitled to split the order in the order and as provided in RFP.

6.15.2. While splitting the order, Bank shall specify the maximum quantum for L1, L2 etc. in RFP.

6.16. REVERSE AUCTION PROCESS

6.16.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

6.16.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

6.16.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

6.17. EXPENDITURE ON REVERSE AUCTION

6.17.1. All expenses of reverse auction shall be borne by the Bank.

6.17.2. Bidders, however, shall attend the training or mock auction at their own cost.

6.18. CHANGES IN BUSINESS RULES

6.18.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.

6.18.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.

6.18.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder / bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

6.19. DON'TS APPLICABLE TO THE BIDDER

6.19.1. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall

disqualify the bidder / bidders concerned from the reverse auction process.

6.19.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

6.19.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

7. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

7.1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.

7.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.

7.3. While a Service Level Agreement (SLA) by the bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.

7.4. The service provider at the end of each Reverse Auction shall provide the bank with all details of the bids and reports of reverse auction.

7.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

8. GRIEVANCES REDRESSAL

8.1. Any aggrieved bidder / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

8.2. The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint / grievance.

8.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.

8.4. Any aggrieved vendor / bidder through Reverse Auction process can make representation in writing within 48 hours of the Reverse Auction to the IEM (Independent External Monitor) of the Bank.

9. **ERRORS AND OMISSIONS:** On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

10. Price Composition

10.1. The price quoted shall comprises of charges for cash in transit service between

branches/customers and currency chest vice-e-versa on all working days for 2000 km in a month and minimum of 8 hours per day. Charges for services provided above 8 hours for a day should be quoted separately on hourly basis. Additional time exceeding half an hour and more will be treated as one hour. Charges for services provided beyond 2000 kms in a month should be quoted separately on per km basis. Additional kms shall be considered only if the distance covered exceeds by one km and more.

- 10.2. The price quoted should be inclusive of cost for providing one cash van with fuel (as per specification given in this RFP), one driver, two custodians and two armed security guards.
- 10.3. The charges for the manpower deployed with the cash van would be inclusive of minimum wages laid down by the Government, cost of training, miscellaneous cost.
- 10.4. **Revelation of Prices:** The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.

11. TAXES, DUTIES AND OTHER STATUTORY REGULATIONS

- 11.1. The Bidder/Service Provider will be entirely responsible for all applicable taxes like Central / State Government levies, sales tax, VAT, excise duty, cess, charges, license fees, road permits etc. Bank will only pay the GST and Toll tax as per actuals, if applicable.
- 11.2. **Income / Corporate Taxes in India:** The Bidder/supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder/supplier shall include all such taxes in the contract rate.
- 11.3. **Tax deduction at Source:** Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder/supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder/supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder/supplier in respect of this contract.
- 11.4. The Bidder's/supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder/supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 11.5. The supplier/Bidder shall comply with all the statutory obligations of the Government of India / State Governments/ labor laws and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Supplier / Bidder.
- 11.6. The successful Bidder has to execute a Service Level Agreement (SLA) upon selection. The Agreement shall be executed at the Corporate Office and the stamp duty shall be payable under the laws of respective states, where agreement is executed. All the expenses towards execution of Agreement and stamp duty shall be borne by the Bidder.

11.6.1. The offer should be complete and self-contained in all respects and avoid cross-referencing other offers from the same vendor.

11.7. Bidding Document

11.7.1. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its Bid. Bidder should strictly submit the Bid as per RFP failing which the Bid will be rejected as non-responsive.

12. **Signing of Contract:** The successful Bidder shall execute the Confidentiality / Non-Disclosure Agreement (NDA) with the Bank. RFP document and corrigendum will be the part of the contract. There will not be any additional clause in the Service Level Agreement apart from RFP document and corrigendum. The successful Bidder shall execute the SLA within 2 weeks from the date of acceptance of purchase order and NDA within one week after receiving the purchase order or within such extended period as may be permitted by the Bank on the basis of Tender Document, the tender of the successful Bidder, the letter of acceptance and with such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Payment will not be released in the absence of above signed agreement.

13. Performance Bank Guarantee (PBG)

- 13.1.1. The selected Bidder should submit a PBG of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) per cash van deployed with Bank by CVSP.
- 13.1.2. PBG should be valid for a period of 3 years and sixty days from the date of receipt of rate contract award letter.
- 13.1.3. PBG should be issued by a reputed/Public Sector bank other than Union Bank of India favoring Union Bank of India, payable at Mumbai in the format given in **Annexure VI** of the RFP.
- 13.1.4. The PBG should be submitted within 14 days from the date of receipt of contract. The Bidder should ensure that the PBG is sent to the Assistant General Manager (Security), Security Services, Central Office, Union Bank of India, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021 by the Bidder by hand.
- 13.1.5. The Bank will have the right to make good all liabilities arising out of the contract by invoking the PBG.

14. CODE OF CONDUCT FOR BIDDERS

14.1. Fraudulent and Corrupt Practices

14.1.1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/ coercive/ undesirable or restrictive practices in the Bidding Process.

14.1.2. Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them

14.1.3. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

14.1.4. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

14.1.5. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.

14.1.6. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest.

14.1.7. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

15. Tender Bid Evaluation Process - Bids will be evaluated in the following stages;

- 15.1. Stage I - Technical Bids not accompanied with Demand Draft/Cash receipt for the cost of RFP shall be summarily rejected except for Bidder claiming exemption on cost of RFP who are registered with National Small Industries Corporation (NSIC) provided proof document for registration is submitted. The registration with NSIC of firms claiming exemption shall be verified with NSIC

based on the proof documents and if found ineligible for such exemption, the Bid of such Bidder shall be summarily rejected and Bidder will be black listed for two years for participating in any ongoing/future Tender process from the date of rejection. Bidder should verify the claim for exemption before submitting the Bid. The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening. Bids and modifications sent, if any, that are received earlier and replaced by revised Bid or any Bids/ modifications submitted after the last date and time of submission of such Bids, will not be opened at the time of Bid Opening and shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

15.2. Stage II - Bidders qualifying Stage I shall be evaluated against the stipulated minimum eligibility criterion purely based on the documents submitted in the Bid. Documents submitted along with the Bid shall be considered as final and conclusive proof. A comparative chart capturing information on compliance of minimum criterion shall be prepared and evaluated as per submitted proof of documents. Bid not complying or adhering with any of the minimum eligibility criterion or without relevant proof of documents shall not qualify this stage.

15.3. Stage III - Veracity of documents/facts as submitted by the Bidders qualifying Stage II will be further verified through visits to the offices of the Bidders. Feedback from institutions where Bidder had provided or presently providing services shall be obtained and evaluated. Bidder with unsatisfactory feedback from reference or from institutions where Bidder had provided or presently providing services as per stipulated criteria shall be disqualified at this stage.

15.4. Stage IV -Bidders qualifying above mentioned three stages shall be empanelled for a period of three years from 1st Oct 2022 to 30 Sep 2025 or till any date extended further.

15.5. Stage V - Price Bids of only empanelled Bidders shall be opened by Committee of Bank officials. However, Bidders will be requested to be present or depute their authorized representatives at the time, date and place to witness the opening of Price Bids. Price Bids shall be evaluated and L1 price Bid/s shall be decided from the qualifying price Bids.

16.Note: For administrative convenience and to prevent unnecessary delay and to prevent communication gap, all communication shall be made only through email. All Bidders are requested to confirm a single email address of authorized signatory for all communication related to till the completion of RFP process and its operation i.e. till expiry of empanelment.

17.OPENING OF BIDS & PRELIMINARY EXAMINATION

17.1. **Opening of Bids** - Technical Bid offers will be opened at 7th Floor of Central Office building of Bank located at 239, Vidhan Bhavan Marg, Mumbai-400021 as per above mentioned time and date (refer Para1). The Bidder / their authorized representative may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the Bidder for deputing their

representative. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of Bidders or their representative present at the time of Bid opening. The presence of the firm's representative is desirable however it is not mandatory. This means that the Bank will open the technical Bids irrespective of the presence of the Bidder or its representative. In case, of any unexpected interruption due to events beyond control of the concerned tender committee, the process interrupted will be continued on the subsequent working day at the scheduled time.

17.2. Preliminary Examination - The committee opening the technical Bids will examine if Bids received have been submitted in the manner as prescribed above and that DDs of RFP cost and EMD has been submitted wherever applicable and that Bids have been duly signed by authorized Bidder with seal of company. Bids from agents without proper authorization from the Bidder shall be treated as non-responsive and rejected.

17.3. The Bidder on successful empanelment and award of contract shall become Service Provider (SP) and will provide dedicated cash van(s). The cash van crew will comprise of One driver, Two Armed Guards and Two custodians to be provided by the Service Provider. Services are required to be provided region-wise and the names of Regions and States/Union Territories it covers are as under:-

Region	States/Union Territories
Eastern Region	Chhattisgarh, Odisha, Arunachal Pradesh, Assam, Bihar, Jharkhand West Bengal, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura
Northern Region	Delhi, Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Uttar Pradesh, Uttaranchal, Rajasthan and Chandigarh
Southern Region	Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Pondicherry, Lakshadweep and Andaman & Nicobar
Western Region	Madhya Pradesh, Maharashtra, Goa, Gujarat, Daman & Diu and Dadra & Nagar-Haveli

Note: The Bidder may Bid for one or more region/s.

17.4. Rates quoted by the Bidder, should be all inclusive i.e. all expenses and charges related to running of Cash Van, Cash Van crew, statutory compliances, taxes and insurance etc. will be covered by the quoted rate. Bank will not pay over and above agreed charges unless Bank puts fresh requirement which is not listed in this RFP and to comply which Service Provider has to incur additional cost. Once money is handed over to Service Provider then any losses due to infidelity/disloyalty by employees engaged by service provider or by dacoity etc. will be borne Service Provider only.

17.5. The Service Provider shall provide the said services at centers/locations as communicated by the Bank. Any addition/deletion to the list of centers may be done by the Bank, the decision of the Bank shall be final and binding on the service provider.

17.6. Cash Vans will be attached to Currency Chest/Nodal Branch and details of approximate no. of branches attached to currency Chest/Nodal Branch will be

shared by the Bank in due course. The number of cash vans is likely to be approximately 350 and may be increased / decreased at the sole discretion of the Bank during the period of contract. Each cash van is expected to cover a distance of 2,000 KMs per month and a minimum of 8 hours on all working days and in exceptional cases, beyond the distance and time period. The IPBO should indicate charges for every additional KMs beyond 2,000 KMs per month. The IPBO should also indicate charges per hour for working beyond 8 hours on a single day.

17.7. To ensure optimum utilization of KMs to be run by Cash Van, the Bank will decide the number and order of branches to be provided with Cash or lifted from.

17.8. The service provider shall provide its services for cash transportation on all Bank working days, and be ready with stand-by arrangements in case of any vehicle break-down or absenteeism of personnel. However, in exceptional cases the services may also be used on Sundays and Holidays if required by the Bank.

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

18. SERVICE LEVEL AGREEMENT (SLA)

18.1. The Service Provider should enter into SLA within 7 working days from the date of work order and deploy cash vans from 1st Oct 2022. Police verification of antecedents for the staff/crew, their training as per MHA and RBI guidelines will be undertaken by Service Provider. No Objection Certificate from the Regional Security Officer/Zonal Security Officer of the Bank will be required to ascertain that Cash Van being deployed meets specific requirements issued by MHA, Ministry of Surface Transport and RBI.

18.2. The Service Provider shall commence his services in the identified region/s within 30 days from the date of Letter of Work Order. Any delay in commencement of the services will attract penalty @ Rs 5000 per cash van per week or part thereof. If delay is 6 weeks the services of the service provider will be deemed to have been terminated and the EMD/performance Bank Guarantee submitted will be forfeited/invoked and the concerned order may be placed with other service provider.

18.3. The Service Provider shall ensure that the cash vans provided will report for duty at designated place strictly as per schedule given by the Bank, failing which the Bank shall levy penalty @ Rs. 500 per hour. Delay over 30 minutes will be considered as full hour. In case, the Service Provider remain absent for the whole day, Bank shall levy penalty double than proportionate charges payable for One day on monthly basis. Absence of either Cash Van or any member of Cash Crew will be considered as full absence.

18.4. Bank reserves its right to recover the damages through any mode - by recovering from the amounts payable for the services rendered or invoking the Bank Guarantee or any other assets of the Bidder lying with the Bank.

19. Contract Period

19.1. The period of initial arrangement will be 3 years which may be extended on

satisfactory operations for a further period of 2 years on same terms and conditions.

19.2. The arrangement may further be renewed and extended on mutually agreed terms with increase in charges not exceeding 25%.

19.3. Any offer falling short of the contract validity period (5 years from the date of Agreement) is liable for rejection. Bank reserves the right to call regular meetings with successful Bidder during the tenure of the contract.

19.3.1. Rejection of Bid: The Bid is liable to be rejected if;

19.3.1.1. The document does not bear signature of authorized person in each page and duly stamped.

19.3.1.2. It is received after expiry of the due date and time stipulated for Bid submission.

19.3.1.3. It is not submitted in the prescribed format, Incomplete &/or not containing sufficient information including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP), are liable for rejection by the Bank

19.3.1.4. It is evasive or contains incorrect information.

19.3.1.5. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. is made.

19.3.1.6. It does not comply with all the points mentioned in the scope of work. Noncompliance of any RFP clause will lead to rejection of the Bid.

19.3.1.7. Non submission of Bid security/EMD and Integrity Pact (on plain bond paper) signed by authorized signatory in physical form.

19.3.1.8. Pre Bid Meeting

19.3.1.9. For the purpose of clarifications of doubts of the Bidders on issues related to the RFP, Bank intends to hold a pre Bid meeting on the date & time as indicated in the RFP. It may be noted that no query of any Bidder shall be entertained / received after the mentioned date. Queries raised by the prospective Bidders and the Bank's response will be available at Bank's web site. Only authorized representative of Bidder (maximum two) will be allowed to attend the Pre-Bid meeting.

19.3.1.10. Non- attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.

19.3.1.11. Any modification of the RFP, which may become necessary as a result of the Pre- Bid Meeting, shall be made by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website www.unionbankofindia.co.in, or government portal www.eprocure.gov.in

19.3.1.12. Liquidated Damage: Bank reserves its right to recover the damages through any mode such as by recovering from the amounts payable for the services rendered or invoking the Bank Guarantee or any other assets of the Bidder lying with the Bank.

19.3.1.13. Damages for non-fulfillment of terms of contract will be calculated per day per van at double the rate paid by the Bank considering 22 working days in a month. Such recovery will be upto a maximum of 10% of the contract value beyond which the contract is liable to be terminated at the sole discretion of the Bank; the Bank shall also seek further damages from the service provider for disruption in the service.

19.3.1.14. Any such recovery or liquidated damages shall not in any way relieve the Successful Bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

19.3.1.15. Bank reserves the right to condone the delay, if it is not attributable to the Successful Bidder.

20. Delivery

20.1. Time is the essence of this contract. The successful Bidder shall commence his services in the identified region/s within one month from the date of Letter of Intent. Any delay in commencement of the services will attract penalty @ 5,000/- per Cash Van per week or part thereof.

20.2. In case the supplier fails to commence services in the allotted Region/s, within the above delivery period, the Bank shall be at liberty to cancel the order. In such eventuality, EMD shall be forfeited.

21. Authorized Signatory

21.1. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit, at the time of signing the contract, a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the Bank.

22. Contract And Performance

22.1.1. Bank shall have the right of periodical review of the performance of the Bidder under the contract which would be basis of continuation or termination of the same.

22.1.2. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the Bidder in order to assess the ability of the Bidder to continue to meet its outsourcing/contractual obligations.

22.2. Proposal Ownership: The proposal and all supporting documents submitted by the Bidders shall become the property of Union Bank of India unless the bank agrees to the vendor's specific requests, in writing, that the proposal and documents be returned or destroyed.

22.3. Notification of Award: Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidders in writing or by e-mail that their Bids have been accepted.

22.3.1. Upon notification of award to successful Bidders, Bank will notify each unsuccessful Bidder and will discharge their Bid security. After selection of the Bidders, the Bank will follow its internal procedure for necessary approvals and thereafter proceed with placing of letter of approval or otherwise to the Bidders.

22.4. **Terms of Implementation** - following terms are applicable;

22.4.1. The cash vans will be deployed at the Bank sites on obtaining a 'Compliance Certificate' from the concerned Regional Security Officer. This certificate will be issued conforming the compliance of the cash van and other aspects of the guidelines/technical specifications mentioned in this RFP.

22.4.2. It shall be the responsibility of the service provider and its representatives to clear all queries and comply with the terms of the contract and RFP.

22.4.3. The service provider who has been issued with a work order shall provide the services in the time mentioned in the work order.

22.4.4. Invoice shall not be raised except for the purpose mentioned in Price Bid Offer and contract/work order. All the invoices (wherever applicable) should be submitted within 15 days of the subsequent month along with the log book and other requirements as mentioned in the work order and RFP.

22.4.5. If any of the service provider is unable to fulfill the work orders within the stipulated period as mentioned in the work order, then the Bank will have the right to allot those unfulfilled orders to other service provider under contract.

23. **Governing Law & Disputes** - The provisions of this RFP process shall be subject to governing laws, Government Notifications, any rules/ guidelines that may be in force from time to time. All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of "**Arbitration and Conciliation Act-1996**" or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. However there is a provision of appeal if either party is not satisfied with the arbitration award. During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

24. Arbitration

24.1.1. Any dispute, controversy or claims, arising out of or relating to this Agreement or the breach, termination or in validity thereof, shall be settled by arbitration of a sole arbitrator jointly appointed by the Parties, or if the Parties are unable to Agree upon an arbitrator, to the arbitration panel of 3

(three) arbitrators, 1(one) to be appointed by each disputing Party and the third to be appointed by the 2(two) arbitrators so appointed. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or modification, amendment, consolidation or re-enactment thereof. The arbitrator/s will have power to regulate their own procedure, including summary powers.

24.1.2. The place of arbitration shall be Mumbai, Maharashtra State, India and any award whether interim or final, shall be made and shall be deemed for all purposes between the Parties to be made in Mumbai, Maharashtra State, India.

24.1.3. The award of the arbitrators shall be final and conclusive and binding upon the Parties, and the parties shall be entitled to enter judgment thereon. The Parties further agree that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

24.1.4. Subject to the aforesaid, for all matters for which the courts of law would have jurisdiction, including without limitation for an application for the appointment of an arbitrator under the provisions of section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at Mumbai, Maharashtra State, India entering in to the agreement, shall have exclusive jurisdiction.

24.2. **Limitation of liability:** Bidder's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to following:

24.2.1. The infringement indemnity; or

24.2.2. Bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence.

24.2.3. Liability arising under clause 52 (Indemnity) of RFP

24.2.4. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of orders placed by the Bank on the Vendor under this project for entire period.

25. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

25.1.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,

25.1.2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, Terrorist attacks, public unrest in work area; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

26. **Enforceability:** The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of supplier will be accepted by the supplier without any demur and the Bank will be at liberty to enforce these conditions/rights.

27. **Assignment:** The whole of the works (separately for each type of Note Sorting Machines) included in the contract shall be executed by the Bidder and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or

interest therein without written consent of the Bank.

28. **Minimum wages:** The Bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.
29. **Successors:** The Agreement with successful Bidder/s shall binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties. The term "Service Provider " wherever used shall mean and include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of ail such employees, agents, subcontractors and representatives.
30. **Termination of Contract:** If the Termination is on account of failure of the Vendor to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected Bidder.
- 30.1.1. The Bank shall have a right to terminate this Agreement at any time without assigning any reasons thereto, by giving not less than 30 days prior written notice of the intention to do so, to the Successful Bidder.
 - 30.1.2. The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following conditions by giving 30 days' notice in writing to service provider:
 - 30.1.3. The selected Bidder commits a breach of any of the terms and conditions of the Bid.
 - 30.1.4. The Vendor goes into liquidation voluntarily or otherwise.
 - 30.1.5. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
 - 30.1.6. The progress regarding the execution of the order accepted by the selected Bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the contract executed by the another party of its choice by giving one month's notice for the same . In this event, the selected Bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the contract. This clause is applicable, if for any reason, the contract is cancelled.
 - 30.1.7. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
 - 30.1.8. Non-satisfactory performance of the selected Bidder during implementation and operation.
 - 30.1.9. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
 - 30.1.10. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected Bidder.
 - 30.1.11. The average availability in 3 (three) consecutive months of all together is less than 90%.
 - 30.1.12. Selected Bidder or its sub-contractors are found to be indulging in frauds.
 - 30.1.13. The Bank suffers a financial and reputation loss on account of any activity of Vendor.

- 30.1.14. In the event of any default by the Service Provider, if in the reasonable opinion of the Bank, performance of any of the said services under this RFP contract by the Service Provider, is not acceptable being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.
- 30.1.15. If Service Provider fails to perform the said services under this RFP contract or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- 30.1.16. If a petition for insolvency is filed against the Service Provider and such petition is not dismissed within Ninety (90) days after filing and/or if the Service Provider makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of Service Provider's properties.
- 30.1.17. If in the opinion of the Bank the interest of the Bank are jeopardized in any manner whatsoever.
- 30.1.18. It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against Service Provider for any breach or non-compliance of the terms of this Agreement
- 30.1.19. Failure of the Bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase order.
- 30.1.20. Delay in delivery beyond the specified period.
- 30.1.21. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder

31. Deduction from Purchase Price

- 31.1.1. The Bidder shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid or suffered and to the extent to which the Bidder is obliged and responsible under this Contract to do so, within 30 days upon written request of the Bank failing which such costs, charges, damages or expenses including statutory payments, if any, shall be deducted by the Bank from any money due or becoming due to the Bidder under this contract or any other Contract or may be recovered by encashment of Bank Guarantees or by arbitration/action of law or otherwise from the Supplier.

32. Waiver

- 32.1.1. Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original indent.
- 32.1.2. The failure on the part of the Bank to insist upon the performance of any terms and conditions of RFP, to exercise any right or privilege conferred in this RFP, or to demand any penalties resulting from any breach of any of the terms or conditions of this RFP shall not to be construed as a waiver on the

part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

33. Proprietary Rights

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

34. Liability of the Successful Bidder

34.1.1. Bank shall hold the Successful Bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non- fulfillment of any obligations under the Contract and such liability of the Successful Bidder will be restricted to the actual amount of the Contract.

34.1.2. Successful Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Successful Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub- contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.

34.1.3. However, the Successful Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

35. Negligence: In connection with the work the provisions of General Terms, if the Successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable notice given to him in writing calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default, the Bank shall have the right to cancel the Contract holding the Successful Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated to make good the failure at the risk and cost of the Successful Bidder.

36. Other terms and conditions

36.1.1. In case any information furnished during the Bidding process is found to be incorrect, Bank will not only be summarily rejecting the current Bid but the company itself may be debarred from any future Bidding with the Bank for a period of 3 years. The Bank may share such information with Indian Bankers' Association (IBA), which is the voluntary representative body of all banking institutions in the country, who, in turn, may share the information among its member institutions. This clause would be applicable only if the Bidder fraudulently misrepresents itself to the Bank.

36.1.2. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to Bidders' queries etc., if any to this RFP, will not be

published through any advertisement in newspapers or any other mass media. Prospective Bidders shall regularly visit Bank's website to get themselves updated on changes / development in relation to this RFP.

- 36.1.3. Please note that any other terms and conditions whether implicitly or explicitly stated in any of your responses will be ignored.
- 36.1.4. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the successful Bidder. The Bidder shall agree that until a formal agreement on stamp paper is prepared and signed with the Bank, this RFP together with Bank's written acceptance and notification of award shall constitute a binding contract between the successful Bidder and the bank.
- 36.1.5. The Bank shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). The reasons for cancellation, as determined by the Bank in its sole discretion.
- 36.1.6. All the pages of tender document shall be sealed (stamped) and signed by Authorized signatory as token of having read the entire tender document and understood the instructions, terms & conditions etc. No changes whatsoever be permitted in the tender document and the Bid submitted by the Bidder shall be strictly as per Bank's format.
- 36.1.7. Bank reserves the right to cancel the contract in the event of any of the following events:
 - 36.1.7.1. Delay in delivery beyond specified period/delivery against prescribed guidelines and practices.
 - 36.1.7.2. Serious discrepancy in the dealings /functioning of service provider which results in breach of terms, financial loss /reputation loss to bank.
 - 36.1.7.3. Detection of fraud/criminal intention/background with Service provider or its employees or agents.
 - 36.1.7.4. Bank reserves the right to appropriate the damages through encashment of Bid security/PBG given by the service provider or recover the loss from the amount payable if any to service provider.

36.2. Nuisance to Public - The Service Provider shall not at any time do cause or permit any of its representative to cause any nuisance at the Bank site/s or do anything which shall cause unnecessary disturbance and inconvenience to the Bank, Owners, Tenants or occupier of other properties near the site and to the customers and public in general.

37. Jurisdiction: Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

38. Insurance

- 38.1.1. The Service provider shall take at its own cost, throughout the tenure of contract period and any extensions thereof, insurance coverage which will be assigned to the Bank of minimum `10.00 crore for up to first 10 cash vans and thereafter additional cover @ `2lakh per cash van covering but not restricted to :
- 38.1.2. Comprehensive General Liability Insurance covering bodily harm, injury, death of all individuals employed/assigned by Service Provider to perform the services required under this Agreement.
- 38.1.3. Dishonesty, theft, extortion, robbery, forgery, altered documents, fraud, fidelity / dishonest acts on the part of Service Provider's employees as

beneficiary.

38.1.4. The service provider shall obtain adequate insurance (including terrorist attack, fire, burglary, strike, riot and civil commotion, natural calamities such as earth quake, flood etc.) of the entire cash of the Bank handled by it in transit at its own cost, with the Bank as beneficiary and will keep valid during the term of contract. The service provider shall submit a copy of cash insurance cover to the Bank.

38.1.5. The Service Provider shall at its own cost provide for insurance for sufficient amount, of its own property, individuals, employees, agents or persons assigned to perform the services under this agreement, as may be required by the Bank up to such limits as may be specified by the Bank.

38.1.6. In case of any cash loss, vendor shall reimburse the loss amount to the Bank within 5 (five) working days, without waiting for settlement of insurance claim.

39. MINIMUM ELIGIBILITY AND QUALIFICATION CRITERIA - The following criteria would be applied for empanelment of Service Provider. The prospective Service Provider (Bidder) must submit proof of documents along with Bid. Bidders not submitting proof of documents and/or not conforming to any of these criteria will not qualify for empanelment. The details are as follows;

Sl. No.	Eligibility Criteria	Acceptable Proof documents
I	Bidder should have submitted the Integrity Pact (IP) signed by authorized signatory as per prescribed format mentioned in Annexure on its letter head.	IP in the given format on the letter head of the Bidder or a copy of IP if submitted earlier.
II	Bidder should have been registered as a company/partnership firm under the Indian Companies Act/Partnership Act.	Certificate of registration under the relevant Act.
III	Bidder should be active in the field of cash van services with not less than 5 years of experience in cash movement services.	Attested copies or original contract/work orders for last five years starting from April 2017.
IV	The Bidder should have minimum net worth of ` 1 Billion (100 Cr.) and it should be maintained at all times. Net worth will consist of 'paid up equity capital, free reserve, balance in share premium account and capital reserve representing surplus arising out of sale proceeds of assets but not reserve created by revaluation of assets' adjusted for 'accumulated loss balance, book value or intangible and deferred revenue expenditure, if any.	A certificate from Chartered Accountant (Company's Statutory Auditor) who has signed the audited balance sheet of the company/firm confirming net worth should be attached.
V	The Bidder should have earned a revenue of not less than ` 1 cr. per annum from the cash van services and it should not have incurred loss in the last 3 financial years i.e. FY 2021-22, 2020-21 and 2019-2020	Audited financial statement indicating the revenue and profit and loss statement should be submitted.

VI	The Bidder should have at least one running contract with Public Sector/Private Sector commercial Bank for cash van services.	A copy of order from the Public Sector/Scheduled Commercial Bank to be submitted.
VII	Firms should have Income Tax PAN and should have filed valid IT returns for last 3 years.	Attested copy of PAN card and Income tax returns acknowledgement copy for last 3 years.
	<p>The Bidder should have registered itself : Under the Shops and Establishment Act, if applicable, in the states where it is operating/offering to provide its services. Under the Central Excise, Sales Tax act and GST, as applicable. Under Contract labour (Regulation & Abolition) Act, 1970 with the Central and State Governments. With the Employees State Insurance Corporation (ESIC) Under the EPF and MISC Provision Act, 1952 Armed Guard to be deployed as member of Cash Van crew either should be employee of Service Provider or be sourced through agencies having valid License/Registration under PASARA Act. All the license/ permissions as required under the law/rules for engagement of Armed Guards/ use of Arms including Central and concerned state laws or rules.</p>	A copy of the registration certificate/instrument from the concerned Government organization for each section separately.
VIII	The Bidder should be operating minimum fleet of 300 specifically fabricated cash vans (owned/leased) and should be in a position to provide cash vans within the stipulated period in case it turns out to be a Service Provider.	Supporting documents as available and an undertaking to that effect on the letter head of the Bidder signed by authorized signatory.
IX	The Bidder should be in a position to provide cash vans as per technical specifications and other terms and conditions conforming to the applicable guidelines of RBI, Ministry of Road, Transport and Highway and Ministry of Home Affairs on the cash van and as mentioned in the RFP.	<p>An undertaking to the effect on the letter head of the Bidder signed by authorized signatory.</p> <p>Details of the existing cash vans of the Bidder, in the format given in the annexure should be provided.</p>
X	Bidder should not be owned or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956.	A certificate denying the ownership of Bidder by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the

		Companies Act 1956 issued by the CEO or Director of the Firm to be submitted on letter head of the firm.
XI	Bidder should not have been blacklisted by any Govt. Authority/PSUs/PSBs in India or abroad.	An undertaking (on Bidder's letter head) that it has not been black listed by any Govt. Authority or PSUs/PSBs in India or abroad duly signed by authorized signatory with seal.
XII	Registration of Bidder with competent authority, if required vide Rule 144 (xi) of the GFR 2017, notified by Ministry of Finance through Press release dated 23/07/2020. If not required to be registered, Bidder to provide self-declaration/certificate as per the notification.	Copy of the valid registration certificate along with Certificate/Declaration for compliance of notification, if applicable. Otherwise, Certificate/Declaration by Bidder for non-applicability of the notification. Declaration/Certification as given in Annexure.
XIII	Earnest Money Deposit	DD/Pay Order of Rs 30 Lakhs towards EMD / Bid security declaration form as per Annexure V to be submitted.

40. TECHNICAL SPECIFICATIONS OF CASH VAN

Sl.	Technical Requirement
1	<p>The cash van body shall be Light Commercial Vehicle (LCV) with the following specifications;</p> <p>Minimum Engine cubic capacity - 1500 CC Minimum Power to Weight ratio - 12kW/t Minimum pay load - 1000 Kg Minimum Ground clearance - 190 mm</p> <p>Note: Govt Of India vide it's Gazette notification No:CG-DL-E-24022022-233711, Extra Ordinary, Part II, Section 3, Sub Section (1) Sr. No 150 dated 24th Feb 2022 have notified Ministry of Road Transport And Highways GSR 153 (E) dated 23rd Feb 2022 which provides that provisions contained in AIS-163 as amended time to time till corresponding BIS specifications are notified under Bureau of India Standards Act, 2016 (11 of 2016) which stipulates that specifications mentioned in Para 1 (a) to para 1 (d) above are applicable only in case of Cash Vans are manufactured by Original Equipment Manufacturers (OEMs). In case CVSP desires to provide locally fabricated Cash Vans then it has to meet the specifications of relevant Govt guidelines vide which Engine CC has to be minimum 2200 CC. Therefore, if such a locally fabricated Cash Vans with vintage life of lesser than 7 years, have been designed either as per previous guidelines in its design and specifications or as per design and specifications specified by Union bank of India vide its RFP 15th September 2018 will also be eligible to be deployed along with Cash Vans manufactured by OEMs as per AIS-163.</p> <p>The Crew compartment of Cash Van should accommodate minimum 5 persons including driver Cash van should have tubeless tyres and puncture repair kit</p>
2	<p>The cash van shall be a Light Commercial Vehicle, not older than 7 years and shall have minimum two independent compartments i.e. Crew Compartment and Cash Compartment.</p> <p>The Cash compartment should be inaccessible from outside the Van unless operated internally through manual or electronic lock.</p> <p>Cash compartment should be specially reinforced with steel with only One door and grill gate.</p> <p>Entrance to cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance.</p> <p>All windows and wind screen shall have wire mesh protection of not more than 1 Square inch and each window mesh shall have circular port of 6 inches diameter.</p> <p>Panic switches for operating the hooter should be available with driver and other members of Cash Crew.</p> <p>Each of the Cash boxes shall be secured to the floor of Cash Van with separate chain and locks that can be opened or locked only by using separate keys kept with different custodians.</p>
3	<p>Following essential features of an efficient vehicle are mandatory;</p> <p>Security alarm system with GSM based auto-dialer unit which will automatically call the preprogrammed contacts and deliver a prerecorded message in case the security alarm system is activated.</p> <p>A motorized siren should be fitted on rooftop with 04 activation points/switches with armed guards in front and rear, driver and the custodian.</p>

	<p>GPS with live remote monitoring, geographical fence mapping and mapping of nearest police station. GPS panel should be concealed.</p> <p>04 channel CCTV system with monitor in front of Armed Guard in driver compartment and DVR in concealed lock and key arrangement with minimum 30 days recording facility.</p> <p>Wireless (mobile) communication facility should be available inside the cash van</p> <p>The cash van shall be equipped with fire extinguishers and emergency lights.</p> <p>Valid RTO Registration and fitness Certificate</p> <p>Insurance policy document</p> <p>Pollution compliance certificate</p> <p>Road worthiness certificate</p> <p>All other relevant clearances from government authorities</p>
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41. STANDARD FORMATS AND OTHER DOCUMENTS

- 41.1. Bid application and letter of Undertaking - Annexure I
- 41.2. Reference details - Annexure II
- 41.3. Profile & Prequalification declaration of the Bidder - Annexure III
- 41.4. Indicative Price Bid Format - Annexure IV - A and IV - B
- 41.5. Bid Security (EMD) Declaration Format - Annexure V
- 41.6. Performance Bank Guarantee format - Annexure VI
- 41.7. List of Currency Chests
- 41.8. Format for Integrity Pact
- 41.9. No objection Certificate - Format
- 41.10. Exhibit A - Reverse Auction
- 41.11. Exhibit B - Reverse Auction
- 41.12. Exhibit C - Reverse Auction

ON COMPANY LETTER HEAD

BID APPLICATION cum LETTER OF UNDERTAKING

To

Assistant General Manager (Security)

Union Bank of India

Central Office, Mumbai

SUB: Bid for provision of cash van services for branches and currency chests (pan India) of Union Bank of India

Dear Sir,

With reference to your notice inviting tender published in Newspapers on..... (Date) and the Request for Proposal (RFP) dated _____ published on your website, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the Annual Rate Contract for provision of cash van services for branches and currency chests (pan India) of Union Bank of India as mentioned in your above referred RFP.

We undertake the following;

1. Our firm has not been disqualified or blacklisted by any Public Sector Bank/Private Sector Bank/ Public sector undertaking or any other Government authority.
2. The offer shall remain valid for at least 180 days from the last date for submission of the offer.
3. We will abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc.
4. We will abide by all governing laws, rules and regulations in relation to the services mentioned in the RFP. No monetary claims will be made on the Bank except those mentioned in the Price Bid and as agreed while signing contract or accepting work order.
5. We understand that the Bank is not bound to accept the offer and that the Bank has the right to reject the offer without assigning any reason whatsoever.
6. The product/s offered by us conforms to the specifications given in the Request for proposal document.
7. The offered product/s and services (including components/parts/accessories) will be provided in case the work order/contract is given to us during the entire period of contract/empanelment.
8. We have read the clause regarding restrictions on procurement from a Bidder from a country or countries which share land borders with India; We certify that We, M/s _____ (Name of the Bidder) are not from such a country / from such a country and have been registered with competent authority (strike out whichever is not applicable). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

Note:

- a. Where applicable valid registration certificate should be attached.

- b. The registration mentioned should be valid at the time of submission of Bids and during entire empanelment/contract period.
- c. If at any time during contract period, the validity of registration is found invalid, bank will take all actions as per law and government guidelines.

9. The product/s and services offered by us conforms to all the concerned governing laws, rules, regulations and RBI guidelines applicable to it.

10. We undertake that the product/s (including components/parts/accessories) and services including transportation, labour and all other aspects will be in compliance with all applicable laws related to provision of services during the entire period of empanelment and contract.

11. We indemnify the Bank in case of all deviations and effects thereof including personal injury, electric shock and legal matters due to any deviations in relation to the supply, installation and maintenance of offered product/s and services.

12. In the event of any deviation from this undertaking, the Bank is within its rights to terminate the contract/work order without giving any notice and take appropriate action either to impose penalty and recover from performance bank guarantee or any other appropriate action.

The details of Demand Draft (DD) submitted towards cost of RFP and EMD is as follows;

Details	Cost of RFP	Cost of EMD
DD No.		
DD Date		
Name of the DD issuing Bank		
Name of the DD issuing Branch		
Amount of the DD		
If exemption availed, Reg. No. with NSIC/MSME		

Yours faithfully,

Sign of Authorized Signatory
(Name & Designation)
Seal of the firm

REFERENCE DETAILS

(1) Name of the Public sector Bank/ Private sector Bank	
Address of the CLIENT Bank's office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Mobile No.: E-mail id:
Details of Cash van services provided in last 3 years (Ref. No., date of order and quantity)	

(2) Name of the Public sector Bank/ Private sector Bank	
Address of the CLIENT Bank's office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Mobile No.: E-mail id:
Details of Cash van services provided in last 3 years (Ref. No., date of order and quantity)	

(3) Name of the Public sector Bank/ Private sector Bank	
Address of the CLIENT Bank's office	

Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Mobile No.: E-mail id:
Details of Cash van services provided in last 3 years (Ref. No., date of order and quantity)	

Sign of Authorized Signatory
(Name & Designation)
Seal of the firm

PROFILE & PRE QUALIFICATION SELF DECLARATION BY THE FIRM**PROFILE**

Sl	Name of the Organization	
1	Address, email & contact numbers	
2	Address & contact numbers of Offices in Mumbai. Submit Proof	
3	Year of Establishment, submit proof	
4	Status of the firm (Whether Pvt. Ltd. company/Public Ltd. company/ Partnership Firm/Proprietorship Firm) submit proof	
5	Name(s) of Directors/Partners / Proprietor/ Authorized signatory	
6	Whether registered with the Registrar of Companies/Registrar of firms. If so, mention registration number and date. submit proof	
7	Whether register for Shop and Establishment. Submit Proof	
8	Name & Address of Bankers	
9	PAN no for Income Tax. Attach copy	
10	ITR copies, Balance Sheet, P&L Account statements for last three Financial years 2018-19, 2019-20, 2020-21	
11	What are your fields of activities? Mention the fields on preference in the order of annual turnover.	
12	Technical & Office staff available in each office/location in Mumbai. (Provide Names, Designation and contact details)	
13	Furnish the names of renowned organizations in where you have provided cash van services in the last three years	
14	Have you ever been blacklisted by any PSB bank/PSU	

PRE QUALIFICATION SELF DECLARATION

Sl. No.	Eligibility Criteria	Acceptable Proof documents	Self-declaration of Compliance by Bidder (Yes/No)
I	Bidder should have submitted the Integrity Pact (IP) signed by authorized signatory as per prescribed format mentioned in Annexure VIII on its letter head.	IP in the given format on the letter head of the Bidder or a copy of IP if submitted earlier.	
II	Bidder should have been registered as a company/partnership firm under the Indian Companies Act/Partnership Act.	Certificate of registration under the relevant Act.	
III	Bidder should be active in the field of cash van services with not less than 5 years of experience in cash movement services.	Attested copies or original contract/work orders for last five years starting from FY 2017-18.	
IV	The Bidder should have minimum net worth of ` 1 Billion (100 Cr.) and it should be maintained at all times. Net worth will consist of 'paid up equity capital, free reserve, balance in share premium account and capital reserve representing surplus arising out of sale proceeds of assets but not reserve created by revaluation of assets' adjusted for 'accumulated loss balance, book value or intangible and deferred revenue expenditure, if any.	A certificate from Chartered Accountant (Company's Statutory Auditor) who has signed the audited balance sheet of the company/firm confirming net worth should be attached.	
V	The Bidder should have earned a revenue of not less than ` 1 cr. per annum from the cash van services and it should not have incurred loss in the last 3 financial years i.e. FY 2021-22, 2020-21 and 2019-2020	Audited financial statement indicating the revenue and profit and loss statement should be submitted.	
VI	The Bidder should have at least one running contract with Public Sector/Private Sector commercial Bank for cash van services.	A copy of order from the Public Sector/Scheduled Commercial Bank to be submitted.	
VII	Firms should have Income Tax PAN and should have filed valid	Attested copy of PAN card and Income tax returns	

	IT returns for last 3 years.	acknowledgement copy for last 3 years.	
VIII	<p>The Bidder should have registered itself :</p> <p>a. Under the Shops and Establishment Act, if applicable, in the states where it is operating/offering to provide its services.</p> <p>b. Under the Central Excise, Sales Tax act and GST, as applicable.</p> <p>c. Under Contract labour (Regulation & Abolition) Act, 1970 with the Central and State Governments.</p> <p>d. With the Employees State Insurance Corporation (ESI)</p> <p>e. Under the EPF and MIS Provision Act, 1952</p> <p>f. Security personals should be sourced through agencies having valid License/Registration under PASARA Act. Further, Security Personals should be provided 12 bore guns with short barrel and have valid gun license as required under PASARA Act or other relevant laws.</p> <p>g. All the license/permissions as required under the law/rules for engagement of Armed Guards/ use of Arms including Central and concerned state laws or rules.</p>	A copy of the registration certificate/instrument from the concerned Government organization for each section separately.	
IX	The Bidder should be operating minimum fleet of 300 specifically fabricated cash vans (owned/leased) and should be in a position to provide cash vans within the stipulated period in case it turns out to be a Service Provider.	Supporting documents as available and an undertaking to that effect on the letter head of the Bidder signed by authorized signatory.	
X	The Bidder should be in a position to provide cash vans as per technical specifications and other terms and conditions conforming to the applicable guidelines of RBI on the cash van and as mentioned in the RFP.	<p>An undertaking to the effect on the letter head of the Bidder signed by authorized signatory.</p> <p>Details of the existing cash vans of the Bidder, in the format given in the annexure should be</p>	

		provided.	
XI	Bidder should not be owned or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956.	A certificate denying the ownership of Bidder by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 issued by the CEO or Director of the Firm to be submitted on letter head of the firm.	
XII	Bidder should not have been blacklisted by any Govt. Authority/PSUs/PSBs in India or abroad.	An undertaking (on Bidder's letter head) that it has not been black listed by any Govt. Authority or PSUs/PSBs in India or abroad duly signed by authorized signatory with seal.	
XIII	Registration of Bidder with competent authority, if required vide Rule 144 (xi) of the GFR 2017, notified by Ministry of Finance through Press release dated 23/07/2020. If not required to be registered, Bidder to provide self-declaration/certificate as per the notification.	Copy of the valid registration certificate along with Certificate/Declaration for compliance of notification, if applicable. Otherwise, Certificate/Declaration by Bidder for non-applicability of the notification. Declaration/ Certification as given in Annexure.	
XIV	Earnest Money Deposit/Bid Security	Bid security declaration form as per Annexure V to be submitted.	

Any other relevant information:

Note: Where copies are required to be furnished please give certified copies preferably by the concerned agencies or a Government Authority. Add page/s if required.

Sign of Authorized Signatory
(Name & Designation)
Seal of the firm

**INDICATIVE PRICE BID FORMAT FOR PROVISION OF CASH VAN SERVICES - REGION -
(Name, Address, Contact Nos. of the Firm)**

(Name, Address, Contact No. of the Firm)					
Sr. No.	Services	Crew/Team Member	Approved KMs & Hours	Unit	Rate (in Rupees)
1(a)	Dedicated Secured Cash Van INCLUDING cost of Crew/Team Members and insurance policy and all other terms and conditions of the RFP.	1 Driver 2 Armed Guards 2 Custodians	Monthly Charges for 8 hours per day and 2000 KM per month	Per month	
1(b)			Per KM charges for additional KMs above 2000 per month	Per Km	
1(c)			Per hour charges for additional hours beyond 8 hours per day	Per hour	
1(d)			Overnight Stay Charges	Per night	
36x[1X amount in para 1(a) + 500x amount in para 1(b)+30xamount in para 1(c)+ 1x amount in para 1(d)]				TOTAL	
Increase in %age terms on total amount given above on completion of 1 yr					
Increase in %age terms on total amount given above on completion of 2 yr					

Notes:

- The rate quoted shall be remain unchanged and binding for the period of contract.
- The charges should be quoted inclusive of all applicable taxes, duties, levies etc., but excluding GST. GST will be paid on the bill amount.
- Unit rate must be quoted in words and figures. In case of any discrepancy, unit price quoted in words shall be final. Count of Kilometer run will start from and end at the branch/currency chest location where cash van is deployed on daily basis. Any movement from and to the parking place shall be borne by the Bidder.
- Separate IPBO may be submitted for each Region separately as mentioned in the RFP. The IPBO should be submitted on the firm's printed letter head duly signed with Name and designation of the authorized signatory with seal of the company. The IPBO shall be typed or written in indelible ink. IPBO details must be completely filled up. Corrections or alterations should be avoided, if unavoidable, corrections/alterations should be authenticated by authorized signatory.
- The IPBOs should be submitted in a separate sealed envelope.
- No claims except those mentioned in the IPBO shall be entertained once the work order/contract is issued. All charges not mentioned in the IPBO shall be considered to be catered for in the price Bid offer. If any charges are not mentioned, the Bidder shall provide it without any additional cost to the Bank.

Date:
Signatory

Place:

Sign of Authorized
(Name & Designation)
Seal of the firm

**UNPRICED INDICATIVE PRICE BID FORMAT FOR PROVISION OF CASH VAN SERVICES -
REGION-**

(Name, Address, Contact Nos. of the Firm)

(Name, Address, Contact No. of the Firm)					
Sr. No.	Services	Crew/Team Member	Approved KMs & Hours	Unit	Rate (in Rupees)
1(a)	Dedicated Secured Cash Van INCLUDING cost of Crew/Team Members and insurance policy and all other terms and conditions of the RFP.	3Driver 4Armed Guards 2 Custodians	Monthly Charges for 8 hours per day and 2000 KM per month	Per month	
1(b)			Per KM charges for additional KMs above 2000 per month	Per Km	
1(c)			Per hour charges for additional hours beyond 8 hours per day	Per hour	
1(d)			Overnight Stay Charges	Per night	
36x[1X amount in para 1(a) + 500x amount in para 1(b)+30xamount in para 1(c)+ 1x amount in para 1(d)]				TOTAL	
Increase in %age terms on total amount given above on completion of 1 yr					
Increase in %age terms on total amount given above on completion of 2 yr					

Notes:

7. The rate quoted shall be remain unchanged and binding for the period of contract.
8. The charges should be quoted inclusive of all applicable taxes, duties, levies etc., but excluding GST. GST will be paid on the bill amount.
9. Unit rate must be quoted in words and figures. In case of any discrepancy, unit price quoted in words shall be final. Count of Kilometer run will start from and end at the branch/currency chest location where cash van is deployed on daily basis. Any movement from and to the parking place shall be borne by the Bidder.
10. Separate IPBO may be submitted for each Region separately as mentioned in the RFP. The IPBO should be submitted on the firm's printed letter head duly signed with Name and designation of the authorized signatory with seal of the company. The IPBO shall be typed or written in indelible ink. IPBO details must be completely filled up. Corrections or alterations should be avoided, if unavoidable, corrections/alterations should be authenticated by authorized signatory.
11. The IPBOs should be submitted in a separate sealed envelope.
12. No claims except those mentioned in the IPBO shall be entertained once the work order/contract is issued. All charges not mentioned in the IPBO shall be considered to be catered for in the price Bid offer. If any charges are not mentioned, the Bidder shall provide it without any additional cost to the Bank.

Date:
Signatory

Place:

Sign of Authorized
(Name & Designation)
Seal of the firm

Bid Security Declaration Form

(To be submitted by the Bidder on firm's Letter Head where applicable)

Date: _____

Tender No. _____

To:

Assistant General Manager (Security)
Union Bank of India
2nd Floor, Union Bank Bhavan,
239, VidhanBhavan Marg,
Nariman Point, Mumbai

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 one 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 Service Provider, upon the earlier of (i) the receipt of your notification of the name of the Service Provider; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

In the capacity of:

Name of person signing the Bid Securing Declaration:

Duly authorized to sign the Bid for and on behalf of:

Corporate Seal:

Date:

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

FORMAT OF PERFORMANCE BANK GUARANTEE

Note:

1. This guarantee should be furnished by a Nationalized Bank/Scheduled Bank other than Union Bank of India, as per following format
2. This Bank guarantee should be furnished on stamp paper value as per Stamp Act (Not less than Rs. 500)
3. This performance Bank Guarantee should be furnished within 14 days of the notification of the award of the contract.

To

Assistant General Manager (Security),
Union Bank of India
2nd Floor, Union Bank Bhavan,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai

Dear Sir/Madam,

In consideration of Union Bank of India, Central Office, Mumbai placing an order for implementation of & on M/s _____ having registered office at _____ (herein after called the firm) as per the work order entered into by the firm vide work order no _____ dated ____ (herein after called the said contract), We _____ (Name of the Guarantor Bank), a 'Scheduled bank' issuing this guarantee through its branch at _____ presently located at _____ (herein after called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the firm as to the provision of cash van services at branches and currency chests of Union Bank of India.

If the said firm fails to implement or maintain the services or any part thereof as per contract and on or before the schedule dated mentioned therein, we _____ (Name of the guarantor bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantees without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We _____ (Name of the guarantor bank), further agree that this guarantee shall continue to be valid unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until _____, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before _____, we shall be discharged from all our obligations as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the firm and at our discretion, provided such request is served on the bank on or before _____.

Failure on the part of the vendor in this respect shall be treated as a breach committed by the firm and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the firm or any other forbearance act or omission on your part or any indulgence by you to the firm or any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principle debtors in respect of all your claims against the firm hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the firm, the beneficiary of this guarantee i.e. yourself, and ourselves i.e., _____ (Name of the guarantor bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be affected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non assignable and nontransferable.

Notwithstanding anything contained herein above:

Our liability under this bank guarantee shall not exceed Rs. _____/- (Rupees _____ only).

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 upon us a written claim or demand (and which should be received by us), on or before _____ (Date) before 12.00 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.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature _____

Name _____
(in Block letters)

Designation _____

(Staff Code Number) _____

Official Address:

(Bank's common seal)

Attorney as per Power of Attorney No.

Date:

WITNESS:

_____ (Signature with Name, Designation & Address)

_____ (Signature with Name, Designation & Address)

List of Currency Chests of Union Bank of India

SR.NO.	ZONE	REGION	NAME OF CURRENCY CHEST
1	AHMEDABAD	AHMEDABAD	C.G.ROAD,AHD
2	AHMEDABAD	AHMEDABAD	NAVRANGPURA,AHD
3	AHMEDABAD	ANAND	NADIAD
4	AHMEDABAD	BARODA	RACECOURSE ROAD
5	AHMEDABAD	GANDHINAGAR	GANDHINAGAR
6	AHMEDABAD	RAJKOT	JETPUR,
7	AHMEDABAD	SURAT	STATION ROAD SURAT
8	BENGALURU	BELGAUM	BELGAUM ECB
9	BENGALURU	BENGALURU EAST	CHAMARAPET
10	BENGALURU	BENGALURU NORTH	SAHAKARA NAGAR ECB
11	BENGALURU	BENGALURU SOUTH	MG ROAD ECB
12	BENGALURU	HASSAN	HASSAN ECB
13	BENGALURU	HUBBALLI	HUBBALLI ECB
14	BENGALURU	MYSORE	MYSORE ECB
15	BHOPAL	BHOPAL (CENTRAL)	ARERA HILLS
16	BHOPAL	BHOPAL (CENTRAL)	JK ROAD (E CB)
17	BHOPAL	INDORE	SINDHI COLONY
18	BHOPAL	JABALPUR	GOPALBAGH
19	BHOPAL	RAIPUR	SAMTA COLONY
20	BHOPAL	REWA	SANJAY NAGAR
21	BHOPAL	REWA	SIRMOUR CHOWK
22	BHUBANESWAR	BERHAMPUR	GOUSANINUA GAON, BERHAMPUR (EAB)
23	BHUBANESWAR	BERHAMPUR	BHUBNESHWAR
24	BHUBANESWAR	BHUBANESWAR	BHUBNESHWAR BARMUNDA (EAB)
25	BHUBANESWAR	SAMBALPUR	BARAIPALI
26	CHANDIGARH	LUDHIANA	SHAKTI NAGAR
27	CHANDIGARH	CHANDIGARH	CHANDIGARH MAIN
28	CHANDIGARH	JALANDHAR	BASTI NAU JALANDHAR
29	CHANDIGARH	KARNAL	KARNAL
30	CHANDIGARH	KARNAL	PANIPAT
31	CHANDIGARH	LUDHIANA	LUDHIANA
32	CHENNAI	CHENNAI NORTH	CURRENCY CHEST CHENNAI MAIN
33	CHENNAI	CHENNAI SOUTH	CURRENCY CHEST WHITES ROAD
34	CHENNAI	COIMBATORE	COIMBATORE UBI
35	CHENNAI	MADURAI	MADURAI E CB
36	CHENNAI	TRICHY	TRICHURAPALLI
37	DELHI	DELHI CENTRAL	MAHAVIR NAGAR
38	DELHI	DELHI NCR	GURGAON
39	DELHI	DELHI NORTH	LAWRENCE ROAD DELHI
40	DELHI	DELHI SOUTH	KAROL BAGH
41	HYDERABAD	HYDERABAD KOTI	SIKANDRABAD NARAYANGUDA-584860
42	HYDERABAD	HYDERABAD KOTI	RAMKOTE-584452
43	HYDERABAD	KARIMNAGAR	KARIMANAGAR
44	HYDERABAD	KARIMNAGAR	MANCHERIAL

45	HYDERABAD	KHAMMAM	KHAMMAM
46	HYDERABAD	MAHABUBNAGAR	MAHABUBNAGAR
47	HYDERABAD	MAHABUBNAGAR	MIRYALGUDA
48	HYDERABAD	NIZAMABAD	NIZAMABAD
49	HYDERABAD	SECUNDERABAD	BALA NAGAR
50	HYDERABAD	WARANGAL	HANAMKONDA
51	JAIPUR	JAIPUR	BAJAJAJ NAGAR JAIPUR
52	JAIPUR	JODHPUR	OMSC JODHPUR ONKARMAL SOMANI COLLEGE JODHPUR
53	KOLKATA	DURGAPUR	POLICE LINE, BURDWAN
54	KOLKATA	GREATER KOLKATA	HINDUSTAN BUILDING E-CB
55	KOLKATA	GUWAHATI	CHANDMARI
56	KOLKATA	GUWAHATI	KALABHANGA
57	KOLKATA	KOLKATA METRO	DHARMTOLLA CURRENCY CHEST
58	KOLKATA	SILIGURI	DABGRAM, SILIGURI
59	LUCKNOW	AGRA	SIKANDARA BODLA
60	LUCKNOW	DEHRADUN	PATEL NAGAR
61	LUCKNOW	KANPUR	SARVODAY NAGAR
62	LUCKNOW	LUCKNOW	VIBHUTIKHAND
63	LUCKNOW	MEERUT	MEERUT
64	LUCKNOW	MEERUT	SAHARANPUR
65	MANGALORE	ERNAKULAM	ERNAKULAM MAIN
66	MANGALORE	ERNAKULAM RURAL	PERUMBAVOOR
67	MANGALORE	KOTTAYAM	VANDANMETTU
68	MANGALORE	MANGALORE	MANGALORE CAR STREET
69	MANGALORE	TRIVANDRUM	TRIVANDRUM
70	MANGALORE	UDUPI	UDUPI
71	MUMBAI	ANDHERI	BANDRA HILL ROAD
72	MUMBAI	ANDHERI	POWAI
73	MUMBAI	SOUTH	ECB SION
74	MUMBAI	SOUTH	NARIMAN POINT MMO
75	MUMBAI	THANE	KAPURBAWDI
76	MUMBAI	VASHI	VASHI-TURBHE
77	MUMBAI	VASHI	ECB VASHI
78	PUNE	AHMEDNAGAR	SHIRDI
79	PUNE	KOLHAPUR	FORT ROAD MIRAJ
80	PUNE	NAGPUR	KATOL ROAD
81	PUNE	NASHIK	NASIK SSI
82	PUNE	PUNE EAST	TILAK ROAD
83	PUNE	PUNE WEST	CHINCHWAD
84	RANCHI	PATNA	MACHHUATOLI
85	RANCHI	RANCHI	KANTATOLI
86	RANCHI	SAMASTIPUR	BEGUSARAI
87	VARANASI	AZAMGARH	AILWAL
88	VARANASI	GHAZIPUR	KUTCERY ROAD
89	VARANASI	GORAKHPUR	BETIAHATA
90	VARANASI	JAUNPUR	CIVIL LINES
91	VARANASI	MAU	NARAIBANDH
92	VARANASI	PRYAGRAJ	ALLAHABAD MAIN
93	VARANASI	VARANASI	RATHYATRA

94	VARANASI	VARANASI	LAHARTARA
95	VIJAYAWADA	ANANTAPUR (EAB)	ANANTAPUR
96	VIJAYAWADA	GUNTUR (EAB)	GUNTUR ARUNDELPET
97	VIJAYAWADA	KADAPPAH (ECB)	KADAPPAH
98	VIJAYAWADA	KURNOOL (EAB)	KURNOOL
99	VIJAYAWADA	MACAHLIPATNAM (EAB)	MACAHLIPATNAM FOUNDER'S BRANCH
100	VIJAYAWADA	NELLORE (EAB)	NELLORE
101	VIJAYAWADA	ONGOLE (EAB)	ONGOLE
102	VIJAYAWADA	THIRUPATHI (EAB)	THIRUPATHI
103	VIJAYAWADA	VIJAYAWADA (EAB)	VIJAYAWADA-584908
104	VISAKHAPATNAM	BHIMAVARAM	BHIMAVARAM
105	VISAKHAPATNAM	ELURU	TADEPALLIGUDEM
106	VISAKHAPATNAM	KAKINADA	KAKINADA CC EAB
107	VISAKHAPATNAM	RAJAHMUNDRY	RAJAHMUNDRY - 584851
108	VISAKHAPATNAM	SRIKAKULAM	WOMENS BRANCH
109	VISAKHAPATNAM	VISAKHAPATNAM	SEETHAMDHARA

PRE CONTRACT INTEGRITY PACT FORMAT

Whereas Union Bank of India having its registered office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai, India -400 021 acting through its Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s _____ represented by _____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/
/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. Preamble

3.1 Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of _____ and the Bidder /Seller is one amongst several Bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to Bid/supply in such tendering process. The Buyer values and takes primary responsibility for 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 Seller(s).

3.2 In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

4.1.1 No employee of the Buyer, personally or through family members, will in connection with the tender, 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.

4.1.2 The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

4.1.3 The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

5.1.1 The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

5.1.2 The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers 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.

5.1.3 The Bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

5.1.4 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub- contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub- contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

6. Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the Bidder/Seller is the original manufacturer and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract/Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in

such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

7. Previous Transgression

7.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

7.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

8. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

9. Sanctions for Violation

9.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

9.1.1 To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

9.1.2 To debar the Bidder /Seller from entering into any Bid from Buyer for a period of two years.

9.1.3 To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

9.1.4 To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

9.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

10. Compensation for Damages

10.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

10.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

11. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry

/Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded”.

12. Independent External Monitor(s)

12.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFP).

12.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

12.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their Bid to the Independent External Monitors.

12.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

12.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

12.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Union Bank Of India, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Mumbai -21 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

13. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

14. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

15. Integrity Pact Duration.

15.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months form date of placement of order / finalization of contract.

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

15.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

16. Other Provisions

16.1 Changes and supplements need to be made in writing. Side agreements have not been made.

16.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its

report.

16.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

16.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder / Seller of any success or otherwise in the tendering process.

17. This Integrity Pact is signed with Union Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

18. The Parties here by sign this Integrity Pact at _____ on _____ (Seller/Bidder) and _____ on _____ (Buyer)

BUYER

BIDDER * /SELLER*

Signature:

Signature:

General Manager/Dy G M,
.....Division

Authorized Signatory (*) Union Bank of India,

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

(*) - Authorized signatory of the company who has also signed and submitted the main Bid.

No objection Certificate for Cash Van

Sl.	Technical Requirement	Comply (Yes/No)
1	<p>The cash van body shall be Light Commercial Vehicle (LCV) with the following specifications;</p> <ul style="list-style-type: none"> a. Minimum Engine cubic capacity - 1500 CC b. Minimum Power to Weight ratio - 12kW/t c. Minimum pay load - 1000 Kg d. Minimum Ground clearance - 190 mm e. The van should accommodate minimum 5 persons including driver f. Cash van should have tubeless tyres and puncture repair kit with foot pump 	<p>1.</p> <ul style="list-style-type: none"> a. b. c. d. e. f.
2	The registration date of the van should not be older than 7 years on the date of deployment.	
3	<p>Following essential features of an efficient vehicle are mandatory;</p> <ul style="list-style-type: none"> a. Security alarm system with GSM based auto-dialer unit which will automatically call the preprogrammed contacts and deliver a prerecorded message in case the security alarm system is activated. b. A motorized siren should be fitted with 04 activation points/switches with armed guards in front and rear, driver and the custodian. c. GPS with live remote monitoring, geographical fence mapping and mapping of nearest police station. GPS panel should be concealed. d. 04 channel CCTV system with monitor in front of Armed Guard in driver compartment and DVR in concealed lock and key arrangement with minimum 30 days recording facility. e. Wireless (mobile) communication facility should be available inside the cash van f. The cash van shall be equipped with fire extinguishers and emergency lights. g. RTO Registration Certificate h. Insurance policy document i. Pollution compliance certificate j. Road worthiness certificate k. All other relevant clearances from RTO 	<p>3.</p> <ul style="list-style-type: none"> a. b. c. d. e. f. g. h. i. j. k.

4	Crew Details:			4.
	a. Armed Guard 1 :			a.
	Name:	AL No:	Time Validity:	
	Area Validity:	Gun No:	Cartridges:	
	b. Armed Guard 2 :			b.
	Name:	AL No:	Time Validity:	
	Area Validity:	Gun No:	Cartridges:	
	c. Driver:			c.
	Name:	DL No:ID No:		
	d. Custodian 1 :			d.
	Name:	ID No:		
	e. Custodian 2 :			e.
	Name:	KYC:		

Service Provider:

Regn. No. of Cash Van:

Date:

The undersigned has 'No objection' for the cash van, demonstrated by the service provider, to be used for cash movement services.

Remarks, if any:

Sign:

Name:

Designation:

41.11 Exhibit A - Acceptance of Business rules and Compliance Statement for Reverse Auction
To,

The Assistant General Manager
Union Bank of India, Support Services Dept., Security Services,
12th floor, 239, Vidhan Bhavan Marg, Nariman Point,
Mumbai - 400 021

DECLARATION

We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for _____.
We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

We hereby undertake and agree to abide by all the terms and conditions stipulated by Union Bank of India in the RFP document including all annexures and the Business Rules for Reverse Auction.

We shall participate in the on-line auction conducted by _____ Ltd. (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.

We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.

We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.

We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name -

Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -

Date:

Signature of Authorized Representative: __ Verified above signature

Competent Authority Signature: _____

Date: _____

41.12 Exhibit B - Letter of Authority for Participation in Reverse Auction

To,
The Chief General Manager,
Union Bank of India, Dept of Technology,
1/1A, Adi Shankaracharya Marg,
Opp. Powai Lake, Powai,
Andheri (East), Mumbai-400072.

1 We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.

2 We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

3 As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.

4 We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.

5 Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.

6 We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf Of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal Name -

Company/ Organisation

Designation within Company / Organisation Address of Company / Organisation

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Signature of Competent Authority: _____

Date: _____

41.13 Exhibit C - Undertaking of Process Compliance Statement for Reverse Auction
(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Place:

Date:

To,

The Chief General Manager,
Union Bank of India, Dept of
Technology, 1/1A, Adi Shankaracharya
Marg, Opp. Powai Lake, Powai, Andheri
(East), Mumbai-400072.

Sir,

Subject: Agreement to the process related Terms and Conditions for the online Reverse Auction for providing cash van services for transportation of cash pan India under Rate Contract

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that Union Bank of India and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e- auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure E within 24 hour of the completion of the reverse auction.
6. We, hereby confirm that we will honour the bids placed by us during the auction process.

Signature with company seal

Name -

Company/ Organisation

Designation within Company / Organisation Address of Company / Organisation

Place:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Signature of Competent Authority: _____

41.14 - Bid Query Format:

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the pre bid queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Bidder Name	Clause no	Page no.	Clause	Query	Bank Response

Place:

Date:

Signature:

Name & Designation:

Business Address: