

Request for Proposal (RFP)
for Empanelment of Vendors
for Supply of Customized Cash Van on Hire Basis for the purpose of
movement of Cash among different Currency Chest, Bank's Branches
and Customers under Rate Contract

UTTAR BIHAR GRAMIN BANK, HEAD OFFICE, SHARMA COMPLEX,
KALAMBAGH CHOWK, MUZAFFARPUR , BIHAR, PIN- 842001

Schedule of Events & Bid Details: RFPNo: HO/OPR/2023-24/

15/07/2023

Date of issue of RFP/Download Start Date & Time	15.07.2023 at 11.00 AM
Pre bid meeting	26.07.2023 at 4.00 PM (at the venue mentioned for opening of bids)
Last date and time for Clarification/ Query on RFP	31.07.2023 up to 4.00 PM
Last date and time for submission Of Bidding Document	03.08.2023 at 4.00 PM
Date and Time of Technical Bid Opening	03.08.2023 at 4.30 PM
Place of opening of Bids	Uttar Bihar Gramin Bank, OPR Dept, 2 nd floor, Head Office, Sharma Complex, Kalambagh Chowk, Muzaffarpur, Bihar, PIN-842001
Contact Numbers	8102913788, 8102913027
Cost of RFP	₹ 5,000/- (Five Thousand only) in the form of NEFT/RTGS in UBGB Head Office OD Account No. 3580190927 IFSC code CBIN0281390. The payment should be realized at the time of bid submission.
Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> • ₹ 25,00,000/- (Twenty Five lakh rupees only) in the form of NEFT/RTGS in UBGB Head Office OD Account No. 3580190927 IFSC code CBIN0281390. EMD in the form of NEFT/RTGS in UBGB Head Office OD Account No. 3580190927 IFSC code CBIN0281390 should be enclosed in Technical Bid. • EMD can also be paid in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank which is valid for Six months.
Contact to Bidders	Interested Bidders are requested to send email to: cmopr@ubgb.in & smopr@ubgb.in containing below mentioned information, so that in case of any clarification same may be issued to them: Name of company, contact person, Mailing address with Pin Code, Telephone No., email address, Mobile No. etc.

Table of Contents

Sr. No.	Topics	Page No.
1.	Introduction	6
2.	Integrity Pact (IP)	6
3.	Objectives of the RFP	6
4.	Invitation of Tender Bids	7
5.	Make In India/ MSE/ Neighbouring Country Clause	7
6.	Eligibility Criteria of Bidder	7
7.	Scope of Work	9
8.	Terms and Conditions	9
9.	Independent Service Provider	12
10.	Sub-Contracting	12
11.	Cost of RFP	12
12.	Bid Security/EMD	12
13.	Performance Bank Guarantee	13
14.	Language of Bid	13
15.	Cost of Bidding	13
16.	Period of Validity of Bid	13
17.	Clarification/Amendment of Bidding Document	13
18.	Authorization to Bid	14
19.	Bidding Process (Two part Bid)	14
20.	Technical Bid	15
21.	Commercial Bid	16
22.	Opening and evaluation of BIDs	17
23.	Preliminary Examination	17
24.	Technical Evaluation	17
25.	Commercial evaluation process	18
26.	Rules for Re-Reverse Auction	19
27.	Price Composition	19
28.	Taxes, Duties and other statutory regulations	20
29.	No Erasures or Alterations	20
30.	Bidding Document	20
31.	Contacting the Bank	21
32.	Bank's Right to Accept or Reject any Bid or All Bids	21
33.	Fraud & Corrupt Practices	21
34.	Revelation of Prices	22
35.	Clarifications of Bids	22
36.	Bid Validity	22
37.	Deadline for Submission of Bids	22
38.	Late Bids	22
39.	Signing of Contract	22
40.	General Terms	22
41.	Contract Period	23
42.	Rejection of Bid	23
43.	Pre Bid Meeting	23
44.	Modification and Withdrawals of Bid	23
45.	RFP Response	24
46.	Liquidated Damage	24
47.	Price Validity	24

Sr. No.	Topics	Page No.
48.	Payment Terms	24
49.	Delivery	24
50.	Authorized Signatory	25
51.	Compliance with Laws	25
52.	Confidentiality and Secrecy	25
53.	Indemnity	26
54.	Non-Transferable Offer	26
55.	Ownership and Retention of Documents	26
56.	Penalty	26
57.	Audit	27
58.	Limitation of liability	27
59.	Force Majeure	27
60.	Insurance	29
61.	Enforceability	29
62.	Assignment	29
63.	Minimum wages	29
64.	Successors	29
65.	Termination of Contract	29
66.	Deduction from Purchase Price	31
67.	Waiver	31
68.	Proprietary Rights	31
69.	Liability of the Successful Bidder	31
70.	Negligence	31
71.	Review of Contract and performance	31
72.	Proposal Ownership	32
73.	Notification of Award	32
74.	Arbitration	32
75.	Submission of Bids	32
76.	Other terms and conditions	32
77.	Jurisdiction	33
78.	Annexure I – Letter of Acceptance	34
79.	Annexure II - Bid Form	35
80.	Annexure III - Bidder's Profile	36
81.	Annexure IV – Compliance to RFP terms & conditions	38
82.	Annexure V – Eligibility Criteria	39
83.	Annexure VI – Cash Van Specification (Compliance to Govt./RBI Circulars/Guidelines)	41
84.	Annexure VII – Agreement	48
85.	Annexure VIII – Bank Guarantee (EMD)	51
86.	Annexure IX – Performance Bank Guarantee (for security Deposit)	53
87.	Annexure X – Rules for Reverse Auction	57
88.	Annexure XI – Indicative Price Bid	62
89.	Annexure XII – Pre Contract Integrity Pact	63
90.	Annexure XIII - Undertaking by Bidder for not being blacklisted	68
91.	Annexure XIV - Compliance Statement	69

Sr. No.	Topics	Page No.
92.	Annexure XV - Letter of Authority for Participation in Reverse Auction	70
93.	Annexure XVI - Undertaking of Process Compliance Statement for Reverse Auction	71
94.	Annexure XVII - Undertaking for Know Your Employee (KYE)	72
95.	Annexure XVIII - Details of Banks availing services for Cash Movement	73
96.	Annexure XIX - Details of Cash Vans/Cash Vehicles in possession as on 01.10.2021	74
97.	Annexure XX - Financial Position of Bidder for last three Financial Years	75
98.	Annexure XXI - Confidentiality/ Non-Disclosure Agreement	76
99.	Annexure XXII - Security Measures for Cash in Transit	81
100.	Annexure XXIII - Cash Remittance Procedure	83
101.	Annexure XXIV – Format for Clarification	86
102.	Annexure XXV – Format of the Claim Form	87
103.	Annexure XXVI – Make In India/ MSE/Start Up	89
104.	Annexure XXVII – Certificate for Land Border Sharing Clause	90

1. Introduction

Uttar Bihar Gramin Bank (hereinafter referred to as 'Bank'), having its Head Office at Kalambagh chowk, Muzaffarpur, Bihar is firmly committed to consolidate and maintain its identity as a leading innovative commercial Bank.

2. Integrity Pact (IP)

Vendors/Bidders/Service Providers (SP), only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for value of Rs. 25 lakhs not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached in **Annexure XII** for strict compliance. The following Independent External Monitors (IEMs) have been appointed by our sponsor Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- a. Mr Jagdip Narayan Singh, Mobile:+91 9978405930
E-mail-jagadipsingh@yahoo.com
- b. Mr. Trivikram Nath Tiwari Mobile : +91 9871788277
E-mail- trivikramnt@yahoo.co.in

2.1 Objectives of the RFP

- 2.1.1 Uttar Bihar Gramin Bank (hereinafter called as – Bank or –the Bank) invites proposals from eligible entities (hereinafter referred to as –Respondent or –Bidder or –Vendor) for empanelment of vendors for supply of customized cash van on hire basis for movement of cash among Currency Chest, Branch/ Branches, Bank and Customers all over North Bihar under rate contract for 3 years.
- 2.1.2 All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding to the Bank and such Bidder.
- 2.1.3 The Document may be obtained from the Bank at the communication address given below or can be downloaded from Bank's Website www.ubgb.co.in and the response should be submitted at the communication address given below.

General Manager, Operation Dept, UTTAR BIHAR GRAMIN BANK, HEAD
OFFICE, SHARMA COMPLEX, KALAMBAGH CHOWK, MUZAFFARPUR,
BIHAR, PIN- 842001

3. Invitation of Tender Bids

- a. Uttar Bihar Gramin Bank invites bids comprising of Eligibility, Technical and Commercial Bid from experienced bidders having proven capabilities for supply of customized cash van on hire basis for movement of cash among Currency Chest, Branches and Customers under rate contract. The selected bidder is required to adhere to the terms of this RFP document and any deviation shall not be acceptable to Bank. Only those bidders, who satisfy the eligibility criteria mentioned in this RFP document need to respond.
- b. This RFP is an invitation for bidder's response. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is duly signed & executed by authorized officials of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written

acceptance & notification of award shall constitute a binding contract with the successful bidder.

- c. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.
- d. Any bid received after the last date and time for bid submission as mentioned above, will not be accepted by the Bank. Furthermore, **Bidders are advised to submit response well before the last date and stipulated time of bid submission.**

4. Make in India/ MSE/Neighboring Country Clause:

- a. Only Class I and Class II local suppliers are eligible to participate in the bidding process as applicable under the orders issued by Govt. of India namely Public Procurement (Preference to make in India) Order 2017 as revised from time to time. (**Annexure XXVI refers**)
- b. Ref: PPP-MII Order dated 16.09.2020 (Order number P-45021/2/2017-PP (BE-II) and as amended time to time. (**Annexure XXVI refers**)
- c. The Cash Van outsourcing involves use of customized/specialized vehicles requiring the personnel employed to handle Govt. Treasure and weapons. It is prudent to have firms with the requisite experience in this field. Hence, considering the procurement of services related to Public safety and health, no exemptions/relaxation shall be given to a STARTUP. (Ref: As defined in the Gazette Notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended time to time). (**Annexure XXVI refers**)
- d. The exemptions/relaxation shall be given to MSEs which are not a STARTUP. (Ref: Gazette notification No DL-33004/99 dated 23.03.2012 as amended time to time.) (**Annexure XXVI refers**)
- e. The clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India shall be adhered to.(Ref: Order No F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure). (**Annexure XXVII refers**)

5. Eligibility Criteria of Bidder

The vendor should comply with Govt/RBI guidelines on Cash Management Service(CMS) providers issued from time to time (except those Subjudiced). Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

- a) The bidder has to submit Integrity Pact (IP) signed by authorized signatory as per prescribed format mentioned in **Annexure XII** on plain paper at the time of bid submission. Bidder shall be liable for rejection incase of non-submission of the same.
- b) Bidder should have been registered as a company/firm/LLP under the Indian Companies Act/Partnership/LLP Act.
- c) **The bidder should have been in Cash in Transit &/or Cash Processing services in India for at least 5 years as on 1st June, 2022.** Since the matter deals with state treasure, only credible and reputed bidders are desired.
- d) **The bidder should have minimum of 100 Crores and that 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 have signed the audited balance sheet of the company/firm confirming net worth should be attached.
- e) The bidder should have an **Average Annual Turnover of not less than 10 Crore (For MSE Rs 8 Crores) per annum from the cash in transit services for the last 3 financial years i.e. 2019-2020, FY 2020-21, FY 2021-22.**
- f) The **Bidder should have made operating profit** (operating profit i.e. Earnings before interest & taxes) in the last three financial years mentioned at Para 6(e) above. Audited financial statements

of last three years to be submitted.

- g) The bidder should have **at least two running contracts with Public Sector/Private Sector commercial Bank/RRBs for similar line of activity i.e. Cash Management service**. A copy of order from the Public Sector/Scheduled Commercial Bank/RRBs to be submitted.
- h) Bidder should have not been black listed at any time by any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise it will not be considered. An undertaking to this effect must be submitted on their letter head.
- i) The bidder should have registered itself:
- i) Under the Shops and Establishment Act, if applicable, in the states where it is operating/offering to provide its services.
 - ii) Under the Excise, Sales Tax act and GST, as applicable.
 - iii) Under Contract labour (Regulation & Abolition) Act, 1970 with the Central and State Governments.
 - iv) With the Employees State Insurance Corporation (ESIC)
 - v) Under the EPF and MIS Provision Act, 1952
 - vi) Security personnel 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.
 - vii) All the license/ permissions as required under the law for engagement of Armed Guards/ use of Arms.
- j) The Bidder should be an Income Tax Assesse. Self-attested PAN card and income Tax Returns for the last three accounting years should be submitted along with the Technical Bid.
- k) The Bidder should indicate the name(s) of commercial banks to which similar services are currently being provided along with their full addresses and details of contact persons, for reference purpose. Certificates of good performance from these banks should be enclosed to the Technical bid. In addition, names and addresses of all other banks/ agencies for which similar services are being provided should be enclosed to the Technical bid. Self-attested proof should be enclosed to the Technical Bid for Fidelity Insurance cover for the existing contract.
- l) The Bidder should be operating minimum fleet of **300 specifically fabricated cash vans (owned/leased)** and should be in a position to provide dedicated cash vans within the stipulated period in case it turns out to be a successful bidder.
- m) **The fleet of vehicles must comply with the Govt. Guidelines on the Cash vans. At the time of commencement of contract the vehicle must be new. They should be roadworthy at all times and not older than 7 years (from the date of registration) during the operation of the contract.** Each cash van should be specially designed and fabricated Light Commercial Vehicle (LCV) having separate passenger and cash compartment. The design of the compartments should conform to the specifications for dedicated secured cash van as per **Annexure VI** to the RFP. The vehicles should comply with all statutory requirements including latest pollution control stipulations, FASTAG and be fitted with GPS tracking system & three CCTV cameras to cover front and rear sides of the van as well as covering inside compartments i.e passenger and cash, with at least 7 days recording facility.
- n) The cash vans to be put into service should meet the specifications given on **Annexure VI**. Details of all cash vans presently in the possession of the Service Providers like Make and Model, Month & Year of Purchase, Registration Number, whether fitted with GPS tracking system, CCTV Cameras etc., should be furnished as per **Annexure XIX**.
- o) **The prospective bidder must provide a dashboard for the Cash Van management and monitoring at each RO of the Bank being serviced.**
- p) Profile of the bidder should be furnished as per **Annexure III** and enclosed to the Technical bid. Details of services being provided as on 01.06.22 to other institutions should be given as per **Annexure XVIII**.

q) The bidder shall adhere to the security measures as per **Annexure XXII** during the cash in transit.

Note: *Self attested copies of documents/ certificates in support of the foregoing clauses should be submitted along with the Technical bid. Originals of the documents/ certificates should be produced for verification to the Bank authorities at the address given at the top, within 5 days from the opening of the Technical bid, or as and when required. Failure to comply with any of these conditions may result in rejection of the bid. Bank reserves the right to verify/evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.*

6. Scope of Work

The Bank proposes to outsource movement of Cash among Bank's Branches, tagged Currency Chest(s) and its customers. The scope of the work involves picking up cash in locked steel trunks/boxes by engaging suitable personnel and security guards for the job from Currency Chest(s)/ Branch(es)/Customer(s) and delivering them at the destination and vice versa as per the travel plan indicated in advance. Each cash movement vehicle shall be manned by four persons in addition to the driver - two armed guards and two custodians. **The currency chest / branch / customer will hand over cash to the custodian in bundles of 10 packets each; each packet will contain 100 notes.** These bundles will be counted, placed in the steel trunks with the linked/ identified currency chest/branch name, locked in the presence of the custodian, by the remitting Currency Chest(s)/ Branch(es)/Customer(s). While receiving cash from custodian of SP, branch/ Currency Chest official will ensure that box is intact and will also count the bundles. The custodian should get the cash loaded into the cash van after giving an acknowledgement to the remitting Currency Chest(s)/ Branch(es)/Customer(s). At the destination Currency Chest(s)/ Branch(es), the custodian will deliver the steel trunks/boxes, obtain acknowledgement from the destination Currency Chest(s)/ Branch(es) after it ensures that the steel cash trunks have been received in good condition properly locked and the cash bundles as mentioned in the remitting Currency Chest(s)/ Branch(es)/Customer(s) report are found intact.

7. Terms and Condition

- a) The bidder (referred to as Service Provider or SP also) will provide dedicated cash van(s) as per the specifications given in the **Annexure VI**. The cash van will be manned by one driver, two armed guards and two custodians to be provided by the service provider are required to be provided region-wise and the names of Regions and Districts it covers is as under:

Region	Districts
Araria	Kishanganj & Araria
Bettiah	West Champaran
Chapra	Saran
Darbhanga	Darbhanga
Gopalganj	Gopalganj
Hajipur	Vaishali
Jhanjharpur	Madhubani
Madhubani	Madhubani
Muzaffarpur	Muzaffarpur
Motihari	East Champaran
Purnia	Purnia & Katihar
Saharsa	Saharsa, Madhepura & Supaul
Sitamarhi	Sitamarhi
Siwan	Siwan

The bidder may offer for even one or more region/s.

- b) Rates quoted by the vendor, should include staff engaged by the service provider including security staff (gun men), secured Cash van, insurance policy for money in transit to cover any losses due to infidelity/disloyalty by employees engaged by service provider.
- c) The Service Provider shall provide the said services at centres as communicated by Bank. Any addition/deletion to the list of centres may be done by exchange of letters with mutual consent

of parties hereto.

- d) Cash Vans will be attached to Currency Chest/Nodal Branch and details of approximate number of branches attached to currency Chest/Nodal Branch will be advised in due course. The number of cash vans is likely to be 50 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 2,500 KM per month and a minimum of 8 Hour on all working days and in exceptional cases, beyond the 8 Hour period. The financial bid should indicate charges for every additional KM beyond 2,500 KMs per month. The financial bid should also indicate charges per hour for working beyond 8 hours on a single day.
- e) The bank will decide the usage and the route planning of van, depending on the requirement of the Bank from time to time.
- f) The service provider shall provide its services for cash movement on all the working days, and be ready with stand-by arrangements in case of any vehicle breakdown or absenteeism of personnel.
- g) On any day when cash van as per Bank's specification is not available, alternate vehicle arrangement will be the responsibility of the service provider for which payment will be made by the service provider.
- h) Non-availability of cash van as per Bank's specification will always be underwritten intimation to the Bank.
- i) In case the Bank opens new branches or closes old ones, 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.
- j) The Bank reserves the right to accept bids for all or some/any of the regions, in its sole discretion, depending on business considerations. Bank's decision in this regard will be final.
- k) The successful bidders should convey their acceptance within 7 days of intimation from the Bank to this effect and enter into an agreement with the Bank on terms and conditions indicated therein, at the earliest but before starting the operations at any of the identified region. A copy of the agreement to be entered into by the successful bidders is given as **Annexure VII**.
- l) The successful bidder shall commence services in the identified region/s within 21 days from the date of Letter of Intent. Any **delay in commencement of the services** will attract **penalty @ ₹ 5,000/- per Cash Van per day 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.
- m) 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.
- n) **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 up to a maximum of 10% of the Annual 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.
- o) The successful bidder will provide trained staff for operation of movement of Cash, duly certified through an accreditation process as per RBI Circular No. RBI/2017-18/152 dated 6/4/2018. The SP will provide list of sufficient number of persons so as to take care of arrangements for leave and absence.
- p) Character and antecedent verification of all crew members associated with cash van movement should be done meticulously. All crew members will be verified by the Police after their antecedent check will be carried out by the Service Provider. Strict background check of the employees should include police verification of at least the last two addresses. Such verification should be updated every year and shared on a common database at industry level. The Self Regulatory Organization (SRO) can play a proactive role in creating common data base for the industry. In case of dismissal of employee, the vendor should immediately inform the police with details. Record of the antecedent check will be available with the Service Provider and the Bank. **The successful bidder will provide KYC documents and Police Verification report of all the staff at least 15 days in advance of the commencement of trial operations and**

such documents should be to the satisfaction of the Bank's officials at the concerned Regional Office and their decision in this regard will be final and binding on the service provider.

- q) **The period of initial arrangement will be 3 years which can be extended on satisfactory operations for a further period of 2 years on same terms and conditions.**
- r) The successful bidder will ensure strict compliance of all labour laws pertaining to the staff deployed at the Bank's centres and the Bank will not be liable for any levies / penalties etc. by the authorities concerned. 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 available in the Bank premises.
- s) The bidder while providing the required services should strictly follow procedure/process given in the **Annexure XXIII**, which is as per the extant policies of the Bank and Reserve Bank of India (RBI). The procedure/process can be modified by the Bank as and when required to improve efficiency/mitigate risk, if any and/or guidelines issued by RBI.
- t) Bank reserves the right to determine and notify Region-wise branches and Currency Chests to be allotted to the successful bidder. Bank shall also determine and notify additional cash van for the region, as per requirement from time to time till the contract is valid.
- u) The Service Provider shall engage person/crew members only after antecedent check and police verification done & kept on record. The Service Provider shall withdraw or bar any of its employee(s) or agent(s) if in the opinion of Bank the quality of service rendered by the said personnel is not as per specifications of the Bank or it is not in the interest of Bank that such personnel of the Service Provider continues to be involved in the said services.
- v) The Service Provider shall ensure that no Bank officer, Chairman, employee or immediate family member thereof (collectively termed as, -The Bank Personnel) has received or will receive anything of value or of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement; and that no Bank Personnel has a business relationship of any kind with the Service Provider or its officers.
- w) 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 (if it is at the same place as the Service Provider's office/ or out of station) will be taken into account.
- x) 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.
- y) 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.
- z) The Service Provider shall meet the Bank Personnel to discuss and review its performance on a regular basis.
- aa) The bidder shall use the cash vans exclusively for Bank's service and such cash vans shall not be involved in any other assignment during the tenure of contract.
- bb) The agreement entered into with the successful bidder shall, unless earlier terminated continue to be operative in full force and effect, even after the expiry of 36 months, on a month to month basis until renewed or terminated by written notice. During such continuation of the Agreement the terms and conditions recorded in the agreement entered into with successful bidder shall be valid subsisting and remain binding on both parties.
- cc) The Service Provider (SP) should equip themselves with necessary standby facilities in case of any contingency, to ensure continuous and uninterrupted services which may lead to penalty on the SP.
- dd) **The staff associated with cash handling should be adequately trained and duly certified through an accreditation process.** Certification could be carried out through the SRO or other designated agencies.

8. Independent Service Provider

- a) 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 agree not to hold it out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof.
- b) 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.

9. Sub-Contractors

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 sub-contractor 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.

10. Cost of RFP

The RFP document is available on the Bank's website www.ubgb.co.in. Vendors can download the RFP and use it for submission. However, the cost of the RFP i.e. ₹ **5,000/- (non-refundable)** should be paid by way of NEFT/RTGS in UBGB Head Office OD Account No. 3580190927 IFSC CBIN0281390, while submitting the bid to the Bank. The envelope should be duly super scribed as —Cost of RFP ₹ 5,000/- paid through NEFT/RTGS. Offers without realizing ₹ 5,000/- via NEFT/RTGS will be rejected. **MSEs will be exempted in line with the Govt Guidelines and policies.**

11. Bid Security/EMD

- a) The bidder should deposit bid security of **₹ 25.00.000/- (₹ Twenty Five lakhs only)** in the form NEFT/RTGS in UBGB Head Office OD Account No. 3580190927 IFSC CBIN0281390 or Bank Guarantee as per **Annexure VIII**, fro Commercial Bank. **MSEs will be exempt in line with the Govt Guidelines and policies.** Bank Guarantee should be valid for minimum 6 months and with claim period of one month. In case of bidders registered with NSIC, they are eligible for waiver of Bid security. However, they need to provide NSIC Certificate valid as on date of opening of tender, clearly mentioning that they are registered with NSIC under single point registration scheme. Other terms & conditions related to Bid security are as under:
- i) No interest will be payable on the Bid Security amount.
 - ii) Bid Security of unsuccessful vendors will be refunded to the bidders within 30 days from the date of announcing the names of successful bidder/s after evaluating the commercial bid.
- b) Bid Security will be forfeited in the following cases:
- i) If a bidder withdraws its bid during the period of bid validity;
 - ii) If a Bidder makes any false/incorrect statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
 - iii) In case of any technical issues during reverse auction, if Bank decides to re-conduct reverse auction and any of the shortlisted bidder does not participate in the re- reverse auction.
 - iv) In case of a successful Bidder, if the Bidder fails:
 - aa) To execute Contract within the stipulated time: or

ab) To furnish Performance Bank Guarantee within 30 days from receipt of purchase contract.

- c) The successful Bidders Bid security will be released upon the Bidder signing the Contract and furnishing the **Performance Bank Guarantee** as per the format mentioned in **Annexure IX**, Performance Bank Guarantee equivalent to **₹ 5 Lakhs per cash van** within 15 days from receipt of purchase contract.

12. Performance Bank Guarantee

Successful bidders shall submit a Performance Bank Guarantee as per the format mentioned in **Annexure IX @ ₹ 5 Lakhs per cash van** along with the unconditional letter of acceptance within 15 days of the date of approval letter issued by the Bank. The bank guarantee shall be for a **period of three years and five months from the date of signing the agreement** by the successful bidder, obtained from any public/private sector Bank. The bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract. If the supplier fails to submit the Bank Guarantee along with the unconditional letter of acceptance within the stipulated period, the Bank reserves the right to invoke the Bank Guarantee for the Earnest Money Deposit and cancel the purchase contract.

13. 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.

14. 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.

15. Period of Validity of Bid

- a) Bids should remain valid for the period of at least **180 days** from the date of opening of the bid. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
- b) In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD
- c) The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

16. Clarification/Amendment of Bidding Document

- a) To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, 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.
- b) Bidder requiring any clarification of the Bidding Document may notify the Bank in writing as per **Annexure XXIV**– Format for clarification at the address given above or by e-mail indicated in Schedule of Events & Bid Details. Queries/clarifications will not be entertained over the phone.
- c) 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.
- d) A pre-bid meeting is scheduled on **15th Sept, 2022 at 16:00 Hours**.
- e) Uttar Bihar Gramin 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 Uttar Bihar Gramin Bank to do the aforesaid.

- f) Text of queries raised (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. 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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. Uttar Bihar Gramin Bank reserves the rights to extend the deadline for the submission of bids. However, no request from the bidder shall be binding on Uttar Bihar Gramin Bank for the same. Uttar Bihar Gramin Bank's decision in this regard shall be final, conclusive and binding on all the Bidders.

17. Authorization to Bid

- a) The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority, duly supported by copy of Board resolution and Power of Attorney.
- b) All pages of the bid should be initialed by the person or persons signing the bid.
- c) Bid form as per **Annexure II** should be signed in full & official seal affixed.
- d) Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- e) All such initials shall be supported by a rubber stamp impression of the Bidder's firm.
- f) The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

18. Bidding Process (Two part Bid)

- a) The Bid prepared by the Bidder should comprise the following components:
 - i) **Technical bid – Part I:** -TECHNICAL BID FOR Empanelment of Vendors for Supply of Customized 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.
 - ii) **Commercial bid – Part II:** —INDICATIVE COMMERCIAL BID FOR Empanelment of Vendors for Supply of Customized 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.
- b) Any bid document not conforming to any one of the above terms will be rejected.
- c) Bidders, who have not paid the cost of the RFP, will not be permitted to participate in the bid.
- d) In the first stage, Integrity Pact (IP) signed by authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only TECHNICAL BID will be opened and evaluated. 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 second stage, the INDICATIVE COMMERCIAL BID of only those bidders, whose technical bids are qualified, will be opened.
- e) After evaluation of indicative commercial bids, the L1 bidder will be selected using Reverse Auction process. Reverse Auction Rules are given in **Annexure X**.

f) The indicative commercial bid 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 as per the **Annexure XI**.

19. Technical Bid

a) The bidder will have to submit the technical bid in sealed envelopes, giving full particulars in separate envelope addressed to the General Manager(OPR Department) duly super scribed as —RFP for Empanelment of Vendors for Supply of Customized Cash Van on Hire Basis for the purpose of movement of Cash among Bank’s Currency Chest, Branches and Customers under Rate Contract
 – Technical Offer. The Technical offer should be complete in all respect and contain all information required in this document. **The Technical Offer should not contain any price information.** The Technical Offer should comprise of the following and it should be duly signed and sealed.

Sr. No.	Title Document	Remarks
i)	Bid Document (Annexure I) (Annexure II)	To be signed by the authorized signatory duly supported by copy of necessary Board resolution and Power of Attorney, wherever applicable.
ii)	Cost of RFP	₹ 5,000/- (Rupees Five Thousand only) towards the cost of RFP, in the form of NEFT/RTGS in UBGB Head Office OD Account No. 3580190927 IFSC CBIN0281390.
iii)	EMD	Amount of EMD may be deposited in the form of NEFT/RTGS in UBGB Head Office OD Account No. 3580190927 IFSC CBIN0281390 or Bank Guarantee valid for minimum 6 months and with claim period of one month from the last date of bid submission, obtained from a scheduled commercial bank (as per details given in Para). In case of bidders registered with NSIC, who are eligible for waiver of EMD, they need to provide valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme
iv)	Eligibility Criteria (Annexure V)	Supporting documents in respect of Eligibility criteria as mentioned in the bid documents.
v)	Cash Van Specification	Cash Van Specification as per <u>Annexure VI</u>
vi)	Financial Statements	Audited B/s and Profit & Loss account for the last FY i.e.2019-20, 2020-21 and 2021-22 to be submitted.
vii)	Authorization letter/ Undertaking	Bidder’s Profile - Annexure III Financial Position of Bidder for Last three Financial Years –Annexure XX Undertaking by Bidder- Annexure XIII Compliance Statement – Annexure XIV Letter of Authority for participation in Reverse Auction –Annexure XV Know Your Employee – Annexure XVII Details of Bank availing services for cash movement – Annexure XVIII Integrity Pact – Annexure XII Undertaking of Process Compliance Statement for

		Reverse Auction – Annexure XVI Details of Cash van in possession as on 01.07.2022 – Annexure XIX
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viii)	Others	Signed & Sealed copy of all the pages in RFP and corrigendum if any
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- b) It is mandatory to submit the Technical Offer as per the format suggested here in above 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. The relevant product information proposed to be deployed along with technical specifications should be submitted with the Technical Offer. Failure to submit this information along with the offer could result in disqualification.
- c) 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.
- d) Technical supporting documents will not contain any pricing or commercial information at all. Technical supporting documents with any commercial information will be rejected.
- e) 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.
- f) 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.
- g) The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Uttar Bihar Gramin Bank in stipulated time i.e. supply Installation, Implementation etc.
- h) 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.

20. Commercial Bid

- a) The bidder will have to submit the Indicative commercial offer as per the format given in **Annexure XI** in sealed envelopes, giving full particulars in separate envelope addressed to the General Manager (OPR) duly super scribed as —RFP for Empanelment of Vendors for Supply of Customized 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 – Indicative Commercial Offer. The relevant price information should be given only in Indian Rupees.
- b) The bidder should submit the Indicative commercial offer separately for each Region for which he is submitting the bid.
- c) The Indicative commercial 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 indicative commercial offer. This must contain all price information.

- d) The vendors 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 Indicative commercial offer are allowed. Any deviations may lead to disqualification of the bid.
- e) The indicative Commercial offer 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 the Bank.

21. Opening and Evaluation of Bids

- a) The technical bid will be opened on **26 September, 2022 at 1630 hrs.**, at the address mentioned above in the presence of intending bidders or their Representatives who may be deputed to remain present at the time of bid opening. No separate intimation shall be sent to the bidders for their presence at the time of opening of technical bid. Only one Authorized Representative will be allowed to witness the bid opening upon submitting the authorization letter issued by the Bidder Company as well as Identity Card. The price bids of the technically responsive bidders whose vehicles are found acceptable will be opened in the presence of the bid opening committee and the date of opening of commercial bids will be informed to the technically qualified bidders
- b) The Bidder's 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.
- c) 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.

22. Preliminary Examination

- a) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- c) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- d) If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. Technical Evaluation

- a) Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- b) The Bank reserves the right to evaluate the bids on the following technical parameters, which may be changed/modified.

Sr. No.	Item	Weightage	Max. Marks	Marks scored
1	Revenue of the bidder for the last 3Years		10	
	I. ₹ 20 Crore and above	10		
	II. Above ₹ 15 Crore & upto ₹ 20 Crores	07		
	III. Above ₹ 12 Crore & upto ₹ 15 Crore	05		

2	Profit during the last 3 years EACH		10	
	I. Profitability increasing	10		
	II. Profitability decreasing	05		
3	No of districts in which cash movement services are offered – 1.5 mark for eachstate		27	

4	No of commercial banks to whom cash movement services are being offered onthe date of RFP- 3 marks for each commercial bank / RRB (Maximum marks-12)		12	
5	No of branches being serviced for each ofthe banks above 1 mark for every 25 branches		11	
6	No. of cash vans in operation on the date of submission of the bid 1 mark every 10 vans in operation		15	
7	No of years into Cash movementService		10	
	I. More than 10 years	10		
	II. More than 7 years & upto 10 years	08		
	III. More than 5 years & upto 7 years	06		
8	Agency registered with Director GeneralRe-Settlement (New Delhi)(5 or Nil)		05	
	Total		100	

- c) To qualify in the technical round, a bidder has to score a minimum of 60 marks.
- d) The bidders should furnish self-attested documentary evidence in support of each of the statements made hereinabove and the originals are required to be produced for verification within the time limit prescribed elsewhere in this document.
- e) 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.
- f) 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.
- g) 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.

24. Commercial evaluation process

- a) The price bids of only the successfully qualified bidders whose Technical bids are found acceptable will be opened subsequently on the date that will be conveyed to them.
- b) For finalization of the most competitive offer, the Bank will conduct Reverse auction. The detailed procedure and Business rules for the Reverse auction is given as per **Annexure X** and are also available on Bank's web site.

- c) 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 Indicative Commercial Bid to facilitate finalizing the start bid for Reverse auction.
- d) The lowest Indicative commercial offers (total cost) will be taken as the starting bid of the Reverse Auction and not for deciding the L-1 status. Bidders should note that the indicative commercial bid 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.
- e) 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 in **Annexure XI**. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiting of the EMD to Bank, which may please be noted.
- f) The final decision on the bidder will be taken by Uttar Bihar Gramin Bank. Uttar Bihar Gramin Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final shorted-list.

25. Rules for Reverse Auction

Bank may consider the option of a Reverse Auction in following circumstances:

- a) 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 reverse auction by taking fresh Indicative prices from all qualified bidders in sealed cover only, to amend the start price for Re- reverse auction.
- b) 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 Reverse Auction while further amending the start price.
- c) Reverse auction will be valid only if two or more bidders are participating in the reverse auction event.
- d) In all the above circumstances, the functional head of the department may take a decision on re-reverse auction.

26. Price Composition

- a) The price quoted shall comprise of charges for cash in transit service between branches/customers and currency chest viceversa on all working days for 2500 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 2500 KM in a month should be quoted separately on per KM basis. Additional KM shall be considered only if the distance covered exceeds by one KM and multiples thereof.
- b) Rate contract will be valid for three year starting from the date of commencement of agreement with successful bidder and Letter of Intent will be issued based on Bank's actual requirement during the Rate Contract period.
- c) 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.
- d) The charges for the man power deployed with the cash van would be inclusive of minimum wages laid down by the Government, cost of training, miscellaneous cost.
- e) The prices should be inclusive of all applicable taxes like /State Government levies, sales taxes, VAT, excise duty, cess, charges, license fees, road permits, toll etc. but exclusive of GST (CGST/SGST/IGST), which will be payable at actual. Any upward/ downward change in GST, if any, will be to the account of Bank. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.

- f) The number of cash vans mentioned above is notional for arriving at LI value. The actual number of cash vans may vary and letter of intent shall be placed in phased manner based on actual requirement of the Bank from time to time during the rate contract.
- g) **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:
- i) Fixed monthly charges for covering 2500 KM per month and working for 8 hours per day.
 - ii) Charges for covering additional every **100 KM in a month**.
 - iii) Charges for working beyond 8 hours in a day for **20 hours in a month**.

27. Taxes, Duties and other statutory regulations

- a) The Bidder/Service Provider will be entirely responsible for all applicable taxes like / State Government levies, sales tax, VAT, excise duty, cess, charges, license fees, road permits etc. Bank will only pay the GST, if applicable.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) The successful bidder has to execute a Service Level Agreement (SLA) upon selection. The Agreement shall be executed at the Bank's Head 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.

28. No Erasures or Alterations

- a) 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/manuall are not acceptable to the Bank. The Bank may treat offers not adhering to these guidelines as unacceptable.
- b) The offer should be complete and self-contained in all respects and avoid cross- referencing other offers from the same vendor.

29. Bidding Document

- a) 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 Bidder's 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.
- b) 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.

30. Contacting the Bank

- a) 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.
- b) 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.

31. 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.

32. Fraud & Corrupt Practices

- a) 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.
- b) 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.
- c) For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them
- d) —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.
 - i) —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.
 - ii) —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.
 - iii) —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; and

iv) —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.

33. 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.

34. Clarifications of Bids

- a) To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, 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.
- b) The bidder may seek clarification/queries on RFP in the format as per **Annexure XXIV**. The bidder is requested to send the format on email to the mail ID mentioned in the Tender Document.

35. Bid Validity

The bidder shall keep the bid valid for a period of six months from the last date of submission of bids which may be extended for further period of three months at the sole discretion of the Bank.

36. 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 address mentioned on the first page of the Tender.

37. Late Bids

Any bid received by the Bank after the deadline for submission of bid will be summarily rejected.

38. Signing of Contract

- a) The successful bidder shall execute the Confidentiality / Non-Disclosure Agreement (NDA) as per **Annexure XXI** and Agreement as per **Annexure VII** 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.

- b) 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.

39. General Terms

- a) The tender documents shall be submitted strictly in conformity with the specifications.
- b) 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. 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.
- c) 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.

d) The Bank reserves the right to the following :

- i) 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.
- ii) All the Software to be supplied should be original, latest version & licensed.
- iii) Canvassing of any kind will not only invite disqualification but also will debar the Bidder from future participation in the tendering process.
- iv) Bidder has to comply with the standard data security system and abide by the Information Security policy of the Bank.
- v) 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.
- vi) 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.
- vii) 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.

40. Contract Period

- a) The period of initial arrangement will be 3 years which will be extended on satisfactory operations for a further period of 2 years on same terms and conditions.
- b) 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.

41. Rejection of Bid

The Bid is liable to be rejected if:

- a) The document does not bear signature of authorized person in each page and duly stamped.
- b) It is received after expiry of the due date and time stipulated for Bid submission.
- c) 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.
- d) It is evasive or contains incorrect information.
- e) Any form of canvassing / lobbying /influence/ query regarding short listing, status etc.is made.
- f) 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.
- g) Non submission of bid security/EMD and Integrity Pact (on plain bond paper) signed by authorized signatory in physical form.

42. Pre Bid Meeting

- a) 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 Table on Page 3 of 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.
- b) Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.
- c) 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.ubgb.co.in.

43. Modification and Withdrawals of Bid

- a) 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.

- b) A withdrawal notice may also be sent by e-mail, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c) No Bid may be modified after the deadline for submission of Bids.
- d) 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.

44. RFP Response

- a) If the response to this RFP does not include the information required or is incomplete or submission is through e-mail, the response to the RFP is liable to be rejected.
- b) 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.

45. Liquidated Damage

- a) If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract. 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.
- b) 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.
- c) Bank reserves the right to condone the delay, if it is not attributable to the Successful bidder.

46. Price Validity

Prices payable to the Bidder as stated in the Contract shall be firm and not subject to any changes under any circumstances during the period of contract.

47. Payment Terms

- a) Payments will be made at monthly intervals in accordance with the rate accepted during reverse auction plus applicable GST thereon. The Successful bidder is required to submit his bills once a month, not later than 7th of the following month, to the Branch Head. Claim for payment should be supported by daily log register duly verified and certified by branch/currency chest officials at the Centre. Format of the claim form is given as **Annexure XXV**. No claims for the earlier months will be entertained by the Bank unless cogent reasons for the delay are given to the satisfaction of the Bank by the successful bidder.
- b) If, Cash Van as per Bank's specification is not available for duty for more than one day in a month, payment will be deducted proportionately.
- c) Bank will verify the claim received and release the payment within 7 days of receiving the claim complete in all respects. While making payment, the Bank will deduct TDS and other statutory dues as applicable, to comply with the laws of the land. The amount will be credited to the account of the successful bidder electronically, through RTGS or NEFT.
- d) Bidders need to provide the information like PAN/GST/TAN/bank details etc. required for releasing payment on their letter head along with invoices. In case bidder provides incorrect information, bank will not be responsible.

48. Delivery

On acceptance of bid, the Bank shall issue a Letter of Approval to the successful bidder. The Bidder shall give an unconditional letter of acceptance of offer, provide Performance Guarantee and enter into Agreement with the Bank as per the format (enclosed as **Annexure VII**) within 15 days of the date of letter of intent failing

which the Bank reserves the right to invoke the Bank Guarantee for the Earnest Money Deposit and cancel the purchase contract. Firm purchase order will be placed by the Bank, only after the successful bidder signs the Agreement.

- a) 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 day or part thereof.
- b) 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.

49. Authorized Signatory

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 OR as applicable, 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.

50. Compliance with Laws

- a) The Service Provider agrees that it shall comply with all applicable Central, 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.
- b) 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.

51. Confidentiality and Secrecy

- a) 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).
- b) 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.
- c) 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.
- d) 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.
- e) The provision under this para shall survive even after the expiry or termination of this agreement.

- f) 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.
- g) The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in **Annexure XXI** within seven days of issuing the order/letter of intent.

52. 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:

- a) 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;
- b) 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.
- c) 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.
- d) The selected bidder shall fully indemnify and hold harmless the Bank against IPR, confidentiality and labour law violations.
- e) 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.
- f) 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.

53. Non-Transferable Offer

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.

54. Ownership and Retention of Documents

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.

55. Penalty

- a) The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- b) 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. In case of non- provision of specifications/gadgets required by the Bank for the Cash Van, same rates to levy penalty will apply.
- c) 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.

- d) If any act or failure by the bidder under the agreement results in failure or disruption in the banking services 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.
- e) 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.
- f) 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 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.
- g) 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.

56. Audit

- a) The services provided by the bidder shall be subject to the audit at the discretion of the Bank.
- b) 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/NABARD inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI/NABARD to carry out its supervisory functions and objectives and will furnish all records and other information as RBI/NABARD 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.
- c) 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.
- d) 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.

57. Limitation of liability

The vendor will be liable to make good any loss incurred by the Bank due to any act of omission/commission by the vendor related to the activities covered under the contract.

58. Force Majeure

- a) Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder. Force Majeure means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional

action of a Party or by or of such Partys sub-consultants or agents or employees, nor (ii) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.

- c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- d) A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.
- e) A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible. This provision shall survive the termination of this agreement for any reason.

59. Insurance

- a) 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 Crore for up to first 10 cash vans and thereafter additional cover @ ₹ 5 lakh per cash van** covering but not restricted to :
 - i) 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.
 - ii) Dishonesty, theft, extortion, robbery, forgery, altered documents, fraud, fidelity / dishonest acts on the part of Service Provider's employees as beneficiary.
- b) 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. 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.
- c) 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, failing which it will be receivable from the amount payable to the vendor.

60. 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.

61. Assignment

The whole of the works 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.

62. Minimum wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement, they 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.

63. Successors

The Agreement with successful bidder/s shall bind 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 all such employees, agents, subcontractors and representatives.

64. Termination of Contract

- a) 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.
- b) 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.
 - c) 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:
 - i) The selected bidder commits a breach of any of the terms and conditions of the bid.
 - ii) The Vendor goes into liquidation voluntarily or otherwise.
 - iii) An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
 - iv) 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.
 - v) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
 - vi) Non-satisfactory performance of the selected bidder during implementation and operation.
 - vii) 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.
 - viii) 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.
 - ix) The average availability of Cash Vans in 3 (three) consecutive months of all together is less than 95%.
 - x) Selected bidder or its sub-contractors are found to be indulging in frauds.
 - xi) The Bank suffers a financial and reputation loss on account of any activity of Vendor.
 - xii) 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.
 - xiii) 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.
 - xiv) 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 Providers properties.
 - xv) If in the opinion of the Bank the interest of the Bank are jeopardized in any manner whatsoever.
 - xvi) 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
 - xvii) Failure of the bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase order.
 - xviii) Delay in delivery beyond the specified period.
 - xix) 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.

66. Deduction from Purchase Price

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.

67. Waiver

- a) 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.
- b) 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 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.

68. Proprietary Rights

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.

69. Liability of the Successful Bidder

- a) 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.
- b) 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.
- c) 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.

70. 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.

71. Review of Contract and performance

- a) 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.

- b) 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.

72. Proposal Ownership

The proposal and all supporting documents submitted by the bidders shall become the property of Uttar Bihar Gramin Bank unless the bank agrees to the vendors specific requests, in writing, that the proposal and documents be returned or destroyed.

73. Notification of Award

- a) 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.
- b) 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.

74. Arbitration

- a) 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.
- b) The place of arbitration shall be Muzaffarpur, Bihar 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 Muzaffarpur, Bihar State, India.
- c) 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.
- d) 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 Muzaffarpur, State of Bihar, India entering into the agreement, shall have exclusive jurisdiction.

75. Submission of Bids

Bids will be submitted inside the Tender Box kept at GAD dept, 1st floor, Head Office, UBGB. The Bank will not be liable for any delay due to any reason like postal delays, weather etc. Bids must be submitted not later than the specified date and time mentioned in the RFP. 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 address mentioned on the first page of the document.

76. Other terms and conditions

- a) 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 Banker's 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.

- b) All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidder's 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.
- c) Please note that any other terms and conditions whether implicitly or explicitly stated in any of your responses will be ignored.
- d) 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.
- e) 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.
- f) 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.
- g) Bank reserves the right to cancel the contract in the event of any of the following events:
 - i) Delay in delivery beyond specified period/delivery against prescribed guidelines and practices.
 - ii) Serious discrepancy in the dealings /functioning of service provider which results in branch of terms, financial loss /reputation loss to bank.
 - iii) Detection of fraud/criminal intention/background with Service provider or its employees or agents.
- h) 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.

77. 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 Muzaffarpur, State of Bihar, India only.

78. Annexure I – Letter of Acceptance

Date:.....

(Letter to the bank on the bidder's company letterhead)

To,
 The General Manager,
 Uttar Bihar Gramin Bank,
 Operation Department,
 Head Office, Kalambagh chowk, Muzaffarpur-842001

Dear Sir,

Subject: Our bid for RFP for Empanelment of Vendors for Supply of Customized Cash Van on Hire Basis for the purpose of movement of Cash among different Currency Chest, Bank's Branches and Customers under Rate Contract

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for Supply of Customized Cash van as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We understand that the Bank is not bound to accept the RFP either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination of commercial bids. We enclose NEFT/RTGS/Bank Guarantee for Rs 25,00,000/- (Twenty Five lakhs Only) favoring Uttar Bihar Gramin Bank and payable at Muzaffarpur, towards bid security, details of the same is as under: No. :

Date :

Name of Issuing Bank:

Dated at _____ this _____ day of _____ 2022

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP,

Yours faithfully,

For _____

Authorized Signatories
 (Name & Designation, seal of the firm)

79. Annexure II - Bid Form

Ref No.....

Date:

To,
The General Manager,
Uttar Bihar Gramin Bank,
Operation Department,
Head Office, Kalambagh chowk, Muzaffarpur-842001

Dear Sir,

Having examined the Request for Proposal (RFP) Ref No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply of Customized Cash van in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods/ provide the services in accordance with the Delivery Schedule / implementation schedule specified.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

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.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely — Prevention of Corruption Act 1988.

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent	Amount & currency	Purpose of commission or gratuity
*(If none, state none)		

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated Day of 2022

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

80. Annexure III - Bidder's Profile

Sr. No.	Parameters	Response	
1	Name of the Service provider (SP)		
2	Constitution		
3	Year of Establishment/Incorporation in India		
4	Names of the Partners/Directors		
5	Addresses of Firm/Company		
	a) Head Office		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No		
	c) E-mail ID.		
7	Website Address, if any		
8	Name and Address of the Principal Banker		
9	Permanent Account Number (PAN)		
	Financial Performance		
10	Turnover from cash transportation (in crores)	2019-20	
		2020-21	
		2021-22 (audited)	
11	Net Profit/Loss (in crores)	2019-20	
		2020-21	
		2021-22 (audited)	
12	Paid up Capital (in crores)	2019-20	
		2020-21	
		2021-22 (audited)	
13	Net Worth	2019-20	
		2020-21	
		2021-22 (audited)	
14	GST Registration No.		

15	No. of Banks to whom cash movement facility is being provided	
Sr. No.	Parameters	Response
	at present: Name(s)and addresses of such institutions with contact details of their key persons	
16	No of other organizations to whom cash movement facility is being provided: Name(s)and address/es of withcontact details of their key persons	
17	Other activities of the SP	
18	No. offices State-wise and addresses thereof	
19	No. of cash vans presently in use	
20	Make/ model of the vehicles	
21	Age of the oldest vehicle	
22	No. of persons deployed on each vehicle excluding the driver	
23	Whether all cash van related activities are computerized and end of day reports are sent to the clients every day	
24	Types Of arms provided to the guards	

Declaration

1. I/We have read the instructions and terms conditions given in the notice inviting Request for Proposal (RFP) for providing cash movement services to the Bank. I/ We understand that any decision to be taken by the Bank will be on the basis of the information furnished/ declarations made by us in the RFP. Should the information given by us in this document prove to be false / incorrect at any time afterwards, contract awarded to us will be liable to termination without any prior notice. I/ We shall be solely responsible for the consequences and decision of the Bank will be binding on me/us
2. I/We understand and agree that the decision of the Bank in short-listing/ selection of the Service Provider(s) will be final and binding on me/ us. Like-wise, the decision of the Bank in allotment of Regions/ Centers will be final and binding on us
3. I/We declare that no material fact with regard to operations of cash movement services has been suppressed / withheld by us and I/we have no objection in the Bank making independent inquiries with theBanks/clients for whom we are presently providing cash movement services.

Place:
Date:

Authorized Signatories:
Name &
Designation , seal of the Company

81. Annexure IV – Compliance to RFP terms & conditions

Sr. No.	Clause Details	Bidder's Compliance (Yes/No)
1.	Introduction	
2.	Integrity Pact (IP)	
3.	Objectives of the RFP	
4.	Invitation of Tender Bids	
5.	Make In India/ MSE/Neighboring Country Clause	
6.	Eligibility Criteria of Bidder	
7.	Scope of Work	
8.	Terms and Conditions	
9.	Independent Service Provider	
10.	Sub-Contractors	
11.	Cost of RFP	
12.	Bid Security/EMD	
13.	Performance Bank Guarantee	
14.	Language of Bid	
15.	Cost of Bidding	
16.	Period of Validity of Bid	
17.	Clarification/Amendment of Bidding Document	
18.	Authorization to Bid	
19.	Bidding Process (Two part Bid)	
20.	Technical Bid	
21.	Commercial Bid	
22.	Opening and evaluation of BIDs	
23.	Preliminary Examination	
24.	Technical Evaluation	
25.	Commercial evaluation process	
26.	Rules for Re-Reverse Auction	
27.	Price Composition	
28.	Taxes, Duties and other statutory regulations	
29.	No Erasures or Alterations	
30.	Bidding Document	
31.	Contacting the Bank	
32.	Bank's Right to Accept or Reject any Bid or All Bids	
33.	Fraud & Corrupt Practices	
34.	Revelation of Prices	
35.	Clarifications of Bids	
36.	Bid Validity	
37.	Deadline for Submission of Bids	
38.	Late Bids	
39.	Signing of Contract	

Sr. No.	Clause Details	Bidder's Compliance (Yes/No)
40.	General Terms	
41.	Contract Period	
42.	Rejection of Bid	
43.	Pre Bid Meeting	
44.	Modification and Withdrawals of Bid	
45.	RFP Response	
46.	Liquidated Damage	
47.	Price Validity	
48.	Payment Terms	
49.	Delivery	
50.	Authorized Signatory	
51.	Compliance with Laws	
52.	Confidentiality and Secrecy	
53.	Indemnity	
54.	Non-Transferable Offer	
55.	Ownership and Retention of Documents	
56.	Penalty	
57.	Audit	
58.	Limitation of liability	
59.	Force Majeure	
60.	Insurance	
61.	Enforceability	
62.	Assignment	
63.	Minimum wages	
64.	Successors	
65.	Termination of Contract	
66.	Deduction from Purchase Price	
67.	Waiver	
68.	Proprietary Rights	
69.	Liability of the Successful Bidder	
70.	Negligence	
71.	Review of Contract and performance	
72.	Proposal Ownership	
73.	Notification of Award	
74.	Arbitration	
75.	Submission of Bids	
76.	Other terms and conditions	
77.	Jurisdiction	

Authorized Signatory:

Place:

Date:

Name & Designation:

Business Address & email ID

82. Annexure V - Eligibility Criteria

Sr. No.	Criteria	Documents to be submitted	Compliance Yes/No
1	The bidder should commit themselves to Integrity Pact (IP) with the Bank	Submit Integrity pact in Annexure XII	
2	Bidder should have been registered as a company/firm/LLP under the Indian Companies Act/Partnership/LLP Act.	Certificate of Registration/Certificate of Incorporation	
3	The bidder should have been in Cash in Transit services in India for at least 5 years as on 1 st June,2022	Copy of Purchase order and satisfactory service certificate from Public Sector/Schedule Commercial Bank	
4	The bidder should have minimum net worth of ₹ 100 Crores and should be maintained at all times	A certificated from chartered accountant (Company's Statutory Auditor) who has signed the audited balance sheet of the company/firm confirming net worth. If, company/firm is not dealing now, with that CA who has signed the balance sheet of earlier years, the present chartered accountant/statutory auditor can sign the certificate.	
5	The bidder should have earned a revenue of not less than ₹ 10 Crore per annum from the cash in transit services for the last 3 financial years i.e. FY 2019-20, 2020-21 and 2021-22	A certificated from chartered accountant (Company's Statutory Auditor) who has signed the audited balance sheet of the company/firm confirming revenue of not less than ₹ 10 Crore per annum. If, company/firm is not dealing now, with that CA who has signed the balance sheet of earlier years, the present chartered accountant/statutory auditor can sign the certificate.	
6	The Bidder should have made operating profit in at least two financial years out of three financial years i.e. FY 2019-20, 2020-21 and 21-22.	Audited financial statements of last three years to be submitted	
7	The Bidder should be operating minimum fleet of 300 specifically fabricated cash vans (owned/leased).		
8	The bidder should have at least one running contract with Public Sector/scheduled commercial	A copy of purchase order and satisfactory service certificate from the Public Sector/scheduled	

UTTAR BIHAR GRAMIN BANK

	Bank for similar line of activity i.e. Cash transport services.	commercial Bank to be submitted.	
9	The bidder should have registered itself : 1 Under the Shops and Establishment Act, if applicable, in the states where it is operating/offering to provide its services. 2 Under the Excise, Sales Tax act and GST, as applicable. 3 Under Contract labour (Regulation & Abolition) Act, 1970 with the and State Governments. 4 With the Employees State Insurance Corporation (ESI) 5 Under the EPF and MIS Provision Act, 1952 6 Security personals should be sourced through companies licensed under PASARA Act. 7 All the license/ permissions as required under the law for engagement of Armed Guards/ use of Arms	Self-attested copies of certificates in support of this clause to be submitted.	
10	The bidder should be an Income Tax Assesses	Self-attested PAN card and Income Tax Returns for the last 3 financial years.	
11	Bidder should have not been black listed at any time by the /any of the State Governments/ PSUs in India or abroad, any Financial Institutions in India or abroad.	Submit declaration in Annexure XIII	
12	The bidder should ensure that there are no pending cases against the bidder involving cheating/fraudulent activities.	Submit declaration in Annexure XIII	
13	Bidder should not be defaulter in repayment of installment against credit with any Bank	Submit declaration in Annexure XIII	

Place:
Date:

Authorized Signatory:
Name & Designation:
Business Address & emailid:

UTTAR BIHAR GRAMIN BANK

83. Annexure VI – Cash Van Specification (Compliance with Govt. and RBI Circulars/Guidelines)

RBI Circular	Gazette Aug 2018
Minimum net worth requirement of Rs 100 Crores to be maintained at all times.	Private Security for cash transportation activities, etc.- No private security shall be provided by the private security agency for cash transportation activities unless he holds a license under the Private Security Agencies (Regulation) Act(PSARA), 2005.
Minimum fleet size of 300 cash vans specifically fabricated cash vans (owned / leased) to be maintained pan India.	For the purpose of providing private security for cash transportation activities, a contract may be entered into between,- i) a private security agency holding a license under the Act and the bank concerned; or ii) a cash handling agency and the bank concerned:
Cash should be transported only in the owned / leased security cash vans of the Service Provider or its first level sub-contractors. Each cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) having separate passenger and cash compartments, with a CCTV covering both compartments.	Use of specially designed and fabricated cash van: i) No private security agency shall provide private security or private security guards to a Bank or a cash handling agency for cash transportation activities, unless such activities are carried out in a secured cash van, which complies with the conditions for design and specification specified in the First Schedule (of the Gazette), owned by it or owned by the Bank or the cash handling agency, as the case may be. ii) No taxi or hired vehicle shall be used for cash transportation activities by the private security agency:
The passenger compartment should accommodate two custodians and two armed security guards (gunmen) besides the driver.	Requisite number of trained staff per cash van: i) The private security agency shall provide the private security for the cash transportation activities with the requisite number of trained staff, directly appointed or engaged by the private security agency, as specified at Para 2(d) (ii) below. ii) Every cash van shall have the following minimum staff, possessing the qualifications and training laid down under section 10 of the PSARA Act, on board for every single cash transportation activities, namely:— aa) Driver – one; ab) Armed security guards – two; and ac) ATM officer or custodian – two. iii) The cash van shall always be escorted by at least two trained armed security guards on board: provided that more than two armed security guard may be deputed on a cash van depending on the amount of cash carried and in accordance with the individual company’s insurance guidelines or client contract or

UTTAR BIHAR GRAMIN BANK

	<p>terrain of operation.</p> <p>iv) Where the cash van is a medium motor vehicle, one armed guard shall sit in the front along with the driver and another in the rear portion of the van and while in transit, loading or unloading, nature's call, tea or lunch break, at least one armed security guard shall remain present with the cash van all the time.</p> <p>v) Notwithstanding any other provision in these rules, the ex-serviceman, otherwise eligible, may preferably be appointed or engaged by the private security agency for providing security for cash transportation activities.</p>
<p>No cash van should move without armed guards. The gunmen must carry their weapons in a functional condition along with valid gun licenses. The Service Provider or its first level sub- contractor should also furnish the list of its employed gunmen to the police authorities concerned.</p>	<p><u>Antecedent check of personnel.</u></p> <p>1. No private security agency shall appoint or engage or deploy any personnel for the cash transportation activities, unless such personnel has undergone thorough antecedent check and his proper KYC verification and police verification is done, before appointing or engaging or deploying them by the agency, in accordance with the provisions of the Act or any other law for the time being in force.</p> <p>Explanation.— For the purposes of this sub-rule, the expression -KYC means the Know Your Customer process of an agency or business identifying and verifying the identity of its clients or person associated or to be associated with the agency or business.</p> <p>2. Every private security agency shall be responsible to comply with the following checks before an individual is appointed or engaged to participate in cash transportation activities, namely:—</p> <p>(a) police clearance certificate – every individual shall obtain the police clearance certificate from his local police station before appointment or engagement;</p> <p>(b) residence verification – the private security agency shall use its own resources to conduct a physical verification of the residential address of every individual, including general conduct check and the individual shall furnish to the security agency the proof of residential address of at least three years before appointment or engagement for the cash transportation activities;</p> <p>(c) previous employer check – the private security agency shall use its own resources to conduct</p>

UTTAR BIHAR GRAMIN BANK

	<p>reference check with previous employers of the individual, if any;</p> <p>(d) Aadhaar verification – each individual appointed or engaged for the cash transportation activities shall be antecedent verified through Aadhaar number from the Unique Identification Authority of India;</p> <p>(e) credit history check – the private security agency shall conduct a credit history check of every individual appointed or engaged to ensure that willful credit defaulters are not appointed or engaged for the cash transportation activities;</p> <p>(f) fidelity insurance – the private security agency shall obtain a fidelity insurance in respect of every personnel appointed or engaged for the cash transportation activities.</p>
<p>Each cash van should be GPS enabled and monitored live with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.</p>	<p>Adequate training and certification of personnel. The private security agency shall ensure that every personnel appointed or engaged for cash transportation activities shall be imparted:</p> <ul style="list-style-type: none"> i) The training and certified for the security and safe handling of such activities as per the requirements of training laid down in the Second Schedule; ii) The refresher training once in every two years.
<p>Each cash van should have tubeless tyres, wireless (mobile) communication and hooters. The vans should not follow the same route and timing repeatedly so as to become predictable. Predictable movement on regular routes must be discouraged. Staff should be rotated and assigned only on the day of the trip. With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.</p>	<p>Live GPS tracking of cash van during operations.</p> <p>1) Every cash transportation activities shall be carried out only in secured cash vans fitted with GPS tracking device. <i>Explanation.</i>— For the purposes of this sub-rule, the expression —GPS means the global positioning system which is a space based navigation system that provides location and time information in all weather conditions, anywhere on or near the Earth where there is an unobstructed line of sight to four or more GPS satellites.</p> <p>(2) The private security agency shall ensure that each cash van shall be monitored at all times during cash transportation activities through a redundant communications protocol.</p>
<p>Night movement of cash vans should be discouraged. All cash movements should be carried out during daylight. There can be some relaxation in metro and urban areas though depending on the law and order situation specific to the place or the guidelines issued by the local police. If the cash van has to make a night halt, it necessarily has to be in a police station. In case of inter-state movement,</p>	<p>Guideline for maximum cash carrying limit in a single cash van.</p> <ul style="list-style-type: none"> i) The private security agency involved in cash transportation activities shall ensure that no cash van carries cash of more than five crores rupees per trip.

UTTAR BIHAR GRAMIN BANK

<p>changeover of security personnel at the border crossing must be pre-arranged.</p>	<p>ii) The private security agency shall ensure that secured cash van shall be deployed for carrying cash of more than ten lakh rupees per trip.</p>
<p>Proper documentation including a letter from the remitting bank should be carried invariably in the cash van, at all times, particularly for inter-state movement of currency.</p>	<p>Specification for private cash vaults used for holding and overnight vaulting of Bank Currency.— The private security agency shall ensure that all cash handling, including counting, sorting, and bundling activities shall be carried out in secured premises in accordance with the following guidelines, namely:—</p> <p>(a) Location of private cash vault premises – the premises used for cash handling activities shall be located to ensure safety of activities/ operations, including areas closer to bank’s cash withdrawal centre or police station and secluded areas with poor connectivity be avoided;</p> <p>(b) Design of premises – the premises shall be designed to include two physically independent areas, one for general office purpose and other for secured cash processing and handling activities and it shall accommodate space for cash deposit, collection, sorting, counting and delivery and dispatch of cash on secured cash vans;</p> <p>(c) Cash vault – a secured area shall be designed to store cash to meet with the requirement of the reserve Bank of India specified for cash vaults in accordance with the following specifications, namely:—</p> <p>(i) in smaller cities with limited overnight vaulting requirements of less than ten crore rupees, a strong room with defender safes;</p> <p>(ii) at operation centres with overnight vaulting requirements between ten to one hundred crore rupees, vaulting facility as per the norms of the Reserve Bank of India specified for C Class vaults;</p> <p>(iii) at large operation centres with overnight vaulting requirements of more than one hundred crore rupees, increased vaulting facility in consultation with the concerned Bank; and</p> <p>(iv) all overnight vaulting facilities shall have provision to store currency of multiple Banks in separate and exclusive bins;</p> <p>(d) Security of cash vault – the private security agency shall ensure the following security aspects at its cash vault used for secured handling of cash on behalf of the Bank, namely:—</p> <p>(i) adequate number of armed private security guards are deputed round the clock;</p> <p>(ii) premises is under 24x7 electronic surveillance</p>

UTTAR BIHAR GRAMIN BANK

	<p>and monitoring;</p> <p>(iii) cash vault is provided with CCTV system with adequate number of cameras having at least ninety days recording facility;</p> <p>(iv) the activities at cash vault is undertaken under dual custody basis;</p> <p>(v) the main cash vault area complies with all safety norms, like firefighting systems, smoke detection systems, emergency lighting, control room for monitoring the movement of vehicles, auto-dialer and burglar security systems;</p> <p>(vi) security alarm with GSM based auto dialer, fire and magnetic sensor are installed;</p> <p>(vii) the loading and unloading area of cash is covered by night vision CCTV cameras;</p> <p>(viii) electric power supply inside the cash vault is provided through plug-in, plug-out system;</p> <p>(ix) carrying of naked light inside the cash vault is strictly prohibited and dry battery operated torches or emergency lights are used inside strong rooms;</p> <p>(x) emergency lighting with the help of inverter shall always be available to the security staff; and</p> <p>(xi) cash processing and vault areas shall have restricted and controlled access, preferably through interlocking systems and frisking.</p> <p>Explanation - For the purposes of this rule, the expression — CCTV on means the closed circuit television which is a self-contained surveillance system comprising cameras, recorders and displays for monitoring activities in a store or company.</p>
<p>ATM operations should be carried out only by certified personnel who have completed minimum hours of classroom learning and training. The content of such training may be certified by a Self-Regulatory Organization (SRO) of Cash-in-Transit (CIT) Companies / Cash Replenishment Agencies (CRAs) who may tie up with agencies like National Skill Development Corporation for delivery of the courses.</p>	<p>Measures for risk mitigation.— (1) The private security agency shall ensure that the ATM under its security shall be fitted with one time electronic combination locks for reducing the instances of crew pilferage losses and ATM frauds.</p> <p>(2) The cash for loading in to an ATM machine shall be collected from the Bank on previous day or in the first half of the day so that operations can be concluded before the time stipulated in sub-rule (3).</p> <p>(3) No cash loading of the ATMs or cash transportation activities shall be done —</p> <p>(a) after 9 PM in urban areas;</p> <p>(b) after 6 PM in rural areas;</p>
<p>The staff associated with cash handling should be adequately trained and duly certified through an accreditation process. Certification could be carried out through the SRO or other designated agencies.</p>	<p>Design and specification as mentioned at the 1st Schedule</p> <p>(a) Make (under BS-VI norms)- The cash van shall-</p> <p>(i) be a Light Commercial Vehicle, with an engine capacity of not less than 1500 CC,</p>

UTTAR BIHAR GRAMIN BANK

	<p>preferably turbocharged; (ii) be not more than seven years old; (iii) have tubeless tyres; (iv) have a ground clearance of not less than 190 mm; and (v) accommodate minimum of five passengers.</p> <p>(b) Layout.— The cash van shall have the compartment for storing cash, physically separated and locked from the passenger compartment unit;</p> <p>(c) Cash compartment security.— (i) The cash compartment should be inaccessible from outside the van unless operated internally through manual or electronic lock and cash compartment is specially reinforced with steel with only one door and grill gate; (ii) the entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance; (iii) all windows and wind screen shall have wire mesh protection of not more than one square inch and each window mesh shall have a circular port-hole of six inches diameter for use of weapons; (iv) the panic switches for operating the hooter are available with the driver and other occupants.</p> <p>(d) Cash box security.— Each of the cash boxes shall be secured to the floor with separate chains and have locks that can be opened or locked only by using separate keys kept with different custodians and cash for each bank shall be carried, preferably, in a separate box with the name of the bank written on it.</p> <p>(e) Other security features.— (i) The cash van shall be provided with a small CCTV system with at least five days recording facility and three cameras installed in front, rear and inside of the cabin. (ii) A security alarm with GSM based auto-dialer shall be provided with a motorized siren. (iii) The cash van shall be equipped with hooter, fire extinguishers and emergency lights to ensure quick reaction in case of an attack.</p>
<p>Character and antecedent verification of all crew members associated with cash van movement, should be done meticulously. Strict background check of the employees should include police verification of at least the last two addresses. Such verification should be updated periodically and shared on a common database at industry level. The SRO can play a proactive role in creating a</p>	<p>Training of personnel employed on Cash Transportation activities as per 2nd Schedule</p>

UTTAR BIHAR GRAMIN BANK

common data base for the industry. In case of dismissal of an employee, the CIT / CRA concerned should immediately inform the police with details.

Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents.

All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems like CCTV monitoring with recording for at least 90 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors.

Work area should be separate from the cash area. The premises should be under the security of armed guards whose number should have reference to the scale of operations specific to the location but not less than five in any case.

Critical information like customer account data should be kept highly secure. Access to the switch server should be restricted to banks. Interfaces where a bank gives access to the service provider, its sub-contractor to the bank's internal server should be limited to relevant information and secured.

UTTAR BIHAR GRAMIN BANK

84. Annexure VII – Agreement(may be amended/modified)

This agreement made on theday of the month ofin the year 2022 atBETWEEN, Uttar Bihar Gramin Bank, Head Office at Sharma Complex, Kalambagh Chowk, Muzaffarpur 842001 and represented by its duly constituted attorney Shri..... (name and designation), hereinafter referred to as "BANK", which expression shall unless exclude by or repugnant to the context mean and include its successors in interest and assignees, on the one part

and

(Name of the vendor), a company/firm/partnership firm registered under Companies Act, 1956 and validly existing under Companies Act, 2013/ a firm registered under Partnership Act 1932 having its registered office/place of office atrepresented by Shri.....(authorized by the company/firm/partnership firm) hereinafter referred to as the 'SUPPLIER/VENDOR/BIDDER or TENDERER' (which term shall unless repugnant to the context or meaning thereof be deemed to mean and include heirs, representatives, administrators, successors and assigns) on the other part;

WHEREAS :

The Bank with a view to streamline its cash movement operations, desires to engage the services of Service Provider, for the purpose of providing cash movement services within the area as may be advised by the Bank from time to time (hereinafter referred to as the — said Area and logistic services) at Currency Chest/ Branches/Customer. The Agency so authorized will have to inter-alia pick up and deliver cash from / to the various branches/currency chests/customers of the Bank/RBI office within the said Area at the full risk and responsibility of the Service Provider.

The Service Provider is engaged in the business of providing Cash Movement Services which includes cash pick-up/ delivery and has represented to the Bank that it has the necessary and proper infrastructure, manpower, knowledge and expertise in providing such services. The Service Provider has also represented to the Bank that it has obtained all requisite permissions and licenses from the government/ regulatory and other authorities for the purpose of doing the said business and the said licenses, permissions are effective and in force.

Based on the representation made by the Service Provider and upon its agreeing to comply with the terms and conditions stipulated by the Bank from time to time, the Bank has agreed to engage the Service Provider for the purpose of Cash movement on the terms and conditions contained herein in the RFP & finalized between the vendor and the Bank

IN CONSIDERATION OF THE ABOVE PREMISES, THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. In this agreement words and expression shall have the same meanings as are

UTTAR BIHAR GRAMIN BANK

respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents, together called contract documents, not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - 2.1 The RFP document with all Annexures and Indicative price bids.
 - 2.2 The Purchase Order, Letter of Acceptance, Letters from & to the vendor, if any, leading to and prior to acceptance.
 - 2.3 Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.
 - 2.4 Minutes of pre-bid meeting, if any.
 - 2.5 The details submitted in technical bid, design, and such other documents.

In consideration of the payments to be made by the Bank to the vendor, the vendor hereby covenants and agrees with the Bank to complete the works in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

This Agreement supersedes any and all agreements; contracts or addenda relating to the Service Provider in respect of said services. This Agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both parties. All legally required amendments shall automatically become an integral part of this Agreement.

This Agreement, together with Schedules, is the entire agreement and expresses the complete, exclusive and final understanding of the parties with regard to the subject matter herein and may not be altered, amended or modified except in writing and signed by the parties.

This agreement is on non-exclusive basis and the Service Provider does not have any exclusive right to provide the said services to the Bank. Bank is free to engage any other service provider(s) or may entrust similar services to any other person/s.

Contract Documents and this agreement shall be construed harmoniously and in the event of difference of opinion between parties as to the meaning and scope of the terms and conditions, reference to the Contract Documents and Agreement shall be had in the following order:

- I. Firstly, this agreement
- II. Secondly, Purchase order /letter of acceptance (furnish details)
- III. Thirdly, Technical bid and Commercial bid
- IV. Fourthly, Request for proposal (RFP) dated _____

Any notice/ letter required to be served by one party to another in pursuance of this Agreement shall be served upon the other, in writing, at the respective address as mentioned herein below:

- I. In case of the Service Provider
- II. in case of the Bank
General Manager-OPR
Uttar Bihar Gramin Bank
Sharma Complex
Muzaffarpur-842001

UTTAR BIHAR GRAMIN BANK

All correspondence, notices or any other communication, shall be deemed to have been duly and sufficiently served on the parties Seven (7) days after the same shall have been sent by registered post, properly addressed to the parties at their above mentioned respective addresses or, as otherwise intimated by the parties, and if delivered to the parties against acknowledgment such correspondence, notices, or any other communication shall be deemed to have been duly served as on the date of delivery.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said vendor,..... to
.....(name of the Bank) in the presence

of; Signature of Tenderer (with seal)

Signature of Authorized representative of the Bank / Accepting Authority.

Witness (Signature, Name & Address):

1)

2)

UTTAR BIHAR GRAMIN BANK

85. **Annexure VIII –Bank Guarantee (EMD)**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of issuing Bank)

To:

The General Manager (OPR),
Sharma Complex
Muzaffarpur-842001

No

Date :

This Deed of Guarantee made onday of two thousand.....by the.....(Name of the Bank) constituted under thehaving its registered / Head Office at and amongst other places, a Branch at hereinafter referred to as the Surety') in favour of Uttar Bihar Gramin Bank,(hereinafter referred to as 'the Bank') for an amount not exceeding Rs. 25,00,000/- (Rupees Twenty Five lakhs only) at the request of M/S. (Tenderer's name hereinafter referred to as Tenderer).

WHEREAS the Tenderer, a Company/firm registered underand having its registered office atis bound to deposit with the Bank Rs. 25,00,000 (Rupees Twenty Five lakhs only) by way of Earnest Money in connection with its Tender for movement of Cash between Bank's Currency Chest/ Branches/Customers and its linked branches, as per Tender Document, which inter-alia include Tender Enquiry datedand the specifications and terms and conditions enclosed therein and / or any other document / agreement entered in to by the Bank with the Tenderer.

WHEREAS the Tenderer as per Tender Document has agreed to furnish/submit a Bank Guarantee valid up toinstead of deposit of Earnest Money in cash.

NOW THIS WITNESSETH

1. That the Surety in consideration of the above premises hereby undertakes and guarantees payment on demand without demur to the Bank of the said amount of Rs. 25,00,000/- (Rupees Twenty Five lakhs only) within 3 days from the date of receipt of the demand from the Bank, (which amount the Tenderer is bound to deposit with the Bank by way of earnest Money in connection with his Tender), if the Surety fails to make payment within the said period of 3 days, interest at the rate of 10% per annum with monthly rests will be payable by the Surety till payment
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make claim under this Guarantee if the Tenderer after submitting his Tender, resiles from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the contract after the Bank has decided to award the contract to the Tenderer and fail or refuse to furnish the Security Deposit. The Bank's decision in this regard shall be final and binding and the surety is bound to make payment if demand is made by

UTTAR BIHAR GRAMIN BANK

the Bank. The Bank is not bound to mention any reason for invocation of the Guarantee in the demand letter. A statement to the effect that the amount is due under the Guarantee from the Surety will be proper invocation of the Guarantee.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs. 25,00,000/- (Rupees Twenty Five lakhs only) plus interest for the delay, if any.
6. This guarantee shall remain in force and effective up to..... and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way.
9. Notwithstanding anything contained hereinabove, a demand or claim under this guarantee should be made on the Surety in writing on or before.....
10. The Surety has the power to issue this guarantee under statute under which it is incorporated and / or its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so.

SIGNED AND DELIVERED

For and on behalf of

(Banker's Name and Seal)
Branch Manager

UTTAR BIHAR GRAMIN BANK

86. Annexure IX – Performance Bank Guarantee (for security Deposit)

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, as per the following format.
2. This bank guarantee should be furnished on non-judicial paper of appropriate value as per Stamp Act. (not less than Rs. 1000/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guaranteor in the name of UTTAR BIHAR GRAMIN BANK..
4. This Bank Guarantee should be furnished within 30 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under Registered Post with Acknowledge Due.

To
General Manager
UBGB
OPR Department
Head Office
Sharma Complex
Muzaffarpur-842001.

No.

Date :

This Deed of Guarantee made this..... day of two thousand..... by the..... (Name of the Bank) constituted under the..... having its registered / Head Office at.....and amongst other places, a Branch at..... (hereinafter referred to as ‘the Surety’) in favour of Uttar Bihar Gramin Bank ,(hereinafter referred to as ‘the Bank’) for an amount not exceeding Rs.....(Rupees only)at the request of M/s..... (Tenderer's name hereinafter referred to as Tenderer).

WHEREAS the Tenderer, a Company/firm registered under..... and having its registered office at is bound to deposit with the Bank Rs.....(Rupees.....only) by way of security deposit for guarantee of its performance in connection with "terms of contract" as per Tender Documents, which interalia include Tender Enquiry dated.....and the specifications and terms and conditions therein and any other document / agreement entered in to by the Bank with the Tenderer.

WHEREAS the tenderer as per Tender Documents, has agreed to furnish a Bank Guarantee valid up to instead of security deposit in cash.

NOW THIS GUARANTEE WITNESSETH AS UNDER:

1. In consideration of the above premises, the Surety hereby unconditionally and irrevocably guarantees that the Tenderer shall fulfill its commitments and obligations under the Tender Documents in connection with movement of Cash between Bank’s Currency Chest and its linked branches at.....(incorporate here the name of the centre) and in the event of the Tenderer failing to perform / fulfil its commitments / obligations under the Tender Documents (i.e. Tenderer committing default), the Surety shall on demand(s) from time to time from the Bank without protest or demur or without reference to the Tenderer and

UTTAR BIHAR GRAMIN BANK

notwithstanding

any contestation or existence of any dispute between the Tenderer and the Bank, pay to the Bank forthwith the sums so demanded by the Bank in each of the demand(s).

2. Notwithstanding anything to the contrary, Bank's decision as to whether the Tenderer has made any such default or defaults and the amount or amounts to which the Bank is entitled by reasons thereof will be binding on Surety and Surety shall not be entitled to ask the Bank to establish claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by the Bank on the application by the Tenderer after the Tenderer had discharged all its obligations under the Tender Documents, including those arising during the period of warranty and on furnishing a fresh Bank Guarantee for a period of one year, subject to its renewal every year till the expiry of 3 year, as security deposit for the fulfillment of service contract conditions. The Bank shall be entitled to invoke the Bank Guarantee towards the Security Deposit if the Bank Guarantee for further period is not furnished.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, Surety undertakes to extend the period of this Guarantee on Bank's request till such time as may be required by the Bank. Bank's decision in this respect shall be final and binding on Surety.
5. Bank has the fullest liberty without effecting Surety's obligation under this guarantee from time to time to vary any of the terms and conditions of the Tender Documents or extend the time of performance by the Tenderer its obligation commitment under the Tender Documents or to enforce or forbear to enforce any of the terms and conditions of the Tender Documents and Surety shall not be released from its liability under this guarantee.
6. This guarantee shall not in any way be affected by Bank taking or varying or giving up any securities from the Tenderer or any other person, firm or company on its behalf or by winding up, dissolution, insolvency or death as the case may be of the Tenderer.
7. In order to give full effect to the guarantee herein contained Bank shall be entitled to act as if Surety is Bank's principal debtors in respect of all Bank's claims against the Tenderer and the Surety hereby expressly waive all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of its liability under this Guarantee, the Guarantee covers all Bank's claim or claims against the Tenderer from time to time arising out of or in relation to the Tender Documents and in respect of which Bank's claim in writing is lodged on Surety before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to Surety's local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto given to the Bank by Surety (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the Tenderer or Surety nor shall it be affected by any change in Bank's constitution.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the Tender Documents or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only

UTTAR BIHAR GRAMIN BANK

on the intimation thereof being given to the Surety by the Bank.

13. his guarantee is irrevocable during the period of its currency and shall not be revoked without previous consent in writing of the Bank.
14. Surety further agrees and undertakes to pay to the Bank without demur the amount demanded by the Bank in writing notwithstanding any difference or dispute or controversy that may exist or arise between the Bank and Tenderer or any other person.
15. Notwithstanding anything contained herein above Surety's liability under this guarantee is restricted to Rs.....(Rupees only). This Guarantee is valid up to..... A written claim should be lodged on the Surety for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee.
16. Surety has power to issue this guarantee in Bank's favour under the Memorandum and Articles of Association of Surety and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

For and on behalf of

(Banker's Name and Seal)

Branch Manager

(Bank's Seal)

UTTAR BIHAR GRAMIN BANK

87. Annexure X – Rules for Reverse Auction

RFP for Bank's —Request for Proposal (RFP) for Empanelment of Vendors for supply of Customized 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.

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the -Empanelment of Vendors for supply of Customized 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:

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.

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.

BUSINESS RULES FOR REVERSE AUCTION

1. APPLICABILITY

- 1.1 Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2 All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank.
- 1.3 Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

2. ELIGIBILITY:

- 2.1. 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.
- 2.2. In case bidder fails to submit integrity pact on or before last date & time of submission of bid, bid will be liable for rejection.
- 2.3. 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.

2.4. H1 Bidder will be eliminated from the Reverse Auction.

“ If a bidder quoting higher prices, higher by more than 20% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder may not be called for reverse auction process”

3. COMPLIANCE/CONFIRMATION FROM BIDDERS:

- 3.1. 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:

UTTAR BIHAR GRAMIN BANK

- 3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking.
 - 3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
 - 3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction.
 - 3.1.4. Undertaking of Process Compliance Statement for RA.
- 4. TRAINING**
- 4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.
 - 4.2. Where necessary, the Bank/service provider may also conduct a mock reverse auction to familiarize the bidders with Reverse Auction process.
 - 4.3. 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.
- 5. TOTAL COST OF OWNERSHIP (TCO)**
- 5.1. TCO refers to the aggregate amount payable by the Bank for transfer of ownership.
 - 5.2. TCO shall encompass but not be limited to the following:
 - 5.2.1. Cost of the equipment/product or services.
 - 5.2.2. License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses).
 - 5.2.3. Installation and commissioning charges, if any
 - 5.2.4. The prices should include the comprehensive onsite warranty maintenance of the equipment covering all components, services, and visits to the concerned offices as specified in the RFP.
 - 5.2.5. Annual Maintenance Charges for the period as specified in the RFP.
 - 5.2.6. Transportation and Forwarding charges to respective sites.
 - 5.2.7. Training costs for the product/service/equipment if and as defined in RFP.
 - 5.2.8. Service Level Agreement (SLA) costs as defined in RFP for applicable period.
 - 5.2.9. Facility Management/infrastructure support costs as defined in RFP.
 - 5.2.10. Insurance to cover the equipment for and from transit period till installation.
 - 5.3. The TCO shall be arrived at after deducting buy back costs involved and if/as defined in the RFP.
 - 5.4. 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. DATE/TIME FOR TRAINING**
- 6.1. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.
 - 6.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.
 - 6.3. 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.
- 7. DATE/TIME OF REVERSE AUCTION**
- 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.
 - 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

UTTAR BIHAR GRAMIN BANK

communicate to all participating bidders the postponement prior to commencement of such Reverse Auction .

8. CONDUCT OF REVERSE AUCTION

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

9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

10. TRAINING AND AUCTION

- 10.1. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
- 10.2. Each bidder / bidder shall participate in the training at his / their own cost.
- 10.3. 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.
- 10.4. Authorized representatives of the bidders named in the authorization letter given by the bidder shall be given unique user name, password by the service provider / auctioneer.
- 10.5. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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.

11. PROXY BID

- 11.1. 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.
- 11.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he

UTTAR BIHAR GRAMIN BANK

can prefer to start participating in bidding process.

- 11.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- 11.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

12. TRANSPARENCY IN BIDS

- 12.1. 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.

13. MASKING OF NAMES

- 13.1. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.
- 13.2. 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.

14. START PRICE

- 14.1. Bank shall determine the start price based upon the L1 bid received.

15. DECREMENTAL BID VALUE

- 15.1. 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.
- 15.2. The bid decrement value shall be rounded off to the nearest hundred of rupees.
- 15.3. 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)

16. COPY OF BUSINESS RULES

- 16.1. 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.
- 16.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.
- 16.3. 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.

17. SPLITTING OF ORDERS

- 17.1. 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.
- 17.2. While splitting the order, Bank shall specify the maximum quantum for L1, L2 etc. in RFP.

18. REVERSE AUCTION PROCESS

- 18.1. 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.
- 18.2. 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

UTTAR BIHAR GRAMIN BANK

interest of the Bank.

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

19. EXPENDITURE ON REVERSE AUCTION

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

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

20. CHANGES IN BUSINESS RULES

20.1. 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.

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

20.3. 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.

21. DON'TS APPLICABLE TO THE BIDDER/BIDDER

21.1. 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.

21.2. 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.

21.3. 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.)

22. GRIEVANCES REDRESSAL

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

22.2. The Compliance Officer along with the Law Officer (Senior Manager-Law) of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint /grievance.

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

22.4. 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.

23. ERRORS AND OMISSIONS

23.1. 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.

Place:

Date:

Signature:

Name & Designation:

Business Address:

UTTAR BIHAR GRAMIN BANK

88. Annexure XI – Indicative Price Bid

Sr. No.	Services	Crew/Team Member	Approved KMs & Hours	Unit	Rate (₹)
1(a)	Dedicated Secured Cash Van INCLUDING cost of Crew/Team Members and insurance policy as per para no.....of this RFP. (The rate quoted shall be firm and binding for period of three (3) years. The contract shall be extended with the same terms and conditions for further 2 years with mutual consent of the Bank and the bidder.)	1 Driver 2 Armed Guards 2 Custodians	Monthly Charges for 8 hours per day and 2500 KM per month	Per month	
1(b)			Per KM charges for additional KM above 2500 per month	Per KM	
1(c)			Per hour charges for additional hours above 8 hours per day	Per man hour	
1(d)			Overnight Stay Charges	Per night	
TOTAL (₹)					

Rupees :

N.B. :

- The charges should be quoted inclusive of all taxes, duties, levies etc., but excluding GST. GST will be paid on the bill amount. TCO for one cash van will be calculated taking into account, 100 additional KM, 20 additional man hours and one night stay.
- The charges shall be rounded off to the nearest hundred of rupees.
- Except for the monthly rental at para 1(a) and rates quoted in para 1(b), 1(c) and 1(d) of the price bid, all other rates/charges quoted by the bidder will be discarded and would not be taken into account while considering the price bid.
- Unit rate must be quoted in words and figures. In case of any discrepancy, unit price quoted in words will be considered.
- Count of Kilometer run will start from and end at the branch/currency chest of deployment on daily basis. Duration of run from/to garage will be excluded.

Place

(Authorized Signatory)
(Name)
(Seal of the Firm/Company)

Date

UTTAR BIHAR GRAMIN BANK

89. Annexure XII– Pre Contract Integrity pact

Whereas Uttar Bihar Gramin Bank having its head office at Sharma Complex, Kalambagh Chowk, Muzaffarpur, Bihar -840021 acting through itsDepartment, represented by 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 or 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/Licensor 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 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

UTTAR BIHAR GRAMIN BANK

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 Base Rate of UBGB (Uttar Bihar Gramin Bank). 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

UTTAR BIHAR GRAMIN BANK

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

UTTAR BIHAR GRAMIN BANK

with the Vigilance Commission (Names and Addresses of the Monitors 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 Chairman, Uttar Bihar Gramin Bank , Head Office, Kalambagh Chowk, Muzaffarpur-842001 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 Muzaffarpur, Bihar.

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 Chairman, Uttar Bihar Gramin Bank.

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 Uttar Bihar Gramin Bank 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
Signature:

BIDDER */SELLER*
Signature:

UTTAR BIHAR GRAMIN BANK

General Manager

Authorized Signatory (*)

Uttar Bihar Gramin Bank
.....Division

Date:

Date:

Stamp:

Stamp:

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

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

UTTAR BIHAR GRAMIN BANK

90. Annexure XIII - Undertaking by Bidder for not being blacklisted

Place:

Date:

To:

The General Manager
Uttar Bihar Gramin Bank
OPR Dept.
Sharma Complex
Kalambagh Chowk,
Muzaffarpur- 842001.

Undertaking (To be submitted by all Bidder's on their letter head)

We _____(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Government / any of the State Governments in India or any Financial Institution in India.
- We are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- There are no pending cases against us involving cheating/fraudulent activities.
- We are not a defaulter in repayment of installment against credit with any Bank.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of the Company)

Date:

UTTAR BIHAR GRAMIN BANK

91. Annexure XIV - Compliance Statement

To,

The General Manager
Uttar Bihar Gramin Bank
OPR Dept.
Sharma Complex
Kalambagh Chowk,
Muzaffarpur- 842001.

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 Uttar Bihar Gramin Bank 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:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____ Verified above signature

Competent Authority Signature: _____

Date: _____

UTTAR BIHAR GRAMIN BANK

2. Annexure XV - Letter of Authority for Participation in Reverse Auction

The General Manager
Uttar Bihar Gramin Bank
OPR Dept.
Sharma Complex
Kalambagh Chowk,
Muzaffarpur- 842001

- 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/ Organization

Designation within Company / Organization

Address of Company / Organization

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Signature of Competent Authority: _____

Date: _____

UTTAR BIHAR GRAMIN BANK

9 **3. Annexure XVI - 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:

The General Manager
Uttar Bihar Gramin Bank
OPR Dept.
Sharma Complex
Kalambagh Chowk,
Muzaffarpur- 842001.

Sir,

Subject: Agreement to the process related Terms and Conditions for the online Reverse Auction for Supply, Installation, Customization, Maintenance and Support of Networked Electronic Display Solution (NEDS) at various Branches 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 Uttar Bihar Gramin Bank 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/ Organization

Designation within Company / Organization

Address of Company / Organization

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Signature of Competent Authority: _____

Date: _____

UTTAR BIHAR GRAMIN BANK

94. Annexure XVII - Undertaking for Know Your Employee (KYE)

(To be submitted by all bidders on their letter head)

The General Manager
Uttar Bihar Gramin Bank
OPR Dept.
Sharma Complex
Kalambagh Chowk,
Muzaffarpur- 842001.

UNDERTAKING

1. We _____(name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____(Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of noncompliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for _____(Name of the RFP).

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company /Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

UTTAR BIHAR GRAMIN BANK

9 5. Annexure XVIII - Details of Banks availing services for Cash Movement

1	Name of the Bank Address Contact Person Designation Landline No. Mobile No. e-mail ID	
2	Name of the Bank Address Contact Person Designation Landline No. Mobile No. e-mail ID	
3	Name of the Bank Address Contact Person Designation Landline No. Mobile No. e-mail ID	
4	Name of the Bank Address Contact Person Designation Landline No. Mobile No. email ID	

UTTAR BIHAR GRAMIN BANK

6. Annexure XIX - Details of Cash Vans/Cash Vehicles in possession as on 30.05.2022

Sr. No.	Items	
1	Number of Cash Van/Vehicles in Possession (owned/leased) as on 30.06.2022	
2	Number of Vehicles each brand /type (to be given separately)	
3	Age of the vehicle- Month & Year of registration and Month & Year of purchase with registration Nos. to be given	
4	Number of institutions/banks being serviced	
5	<p>a. Whether all the vehicles are GPS enabled and monitored live with geo- fencing mapping with the additional indication of the nearest police station in the corridor for emergency?</p> <p>b. Whether all cash-vans are fitted with tubeless tyres including spare tyre, two panic switches with two motorised hooters and GSM Based Auto dialler system?</p> <p>c. Whether all the vehicles have separate Front Driver cum Guard/passenger compartment, Cash compartment and Rear Guard compartment (as per diagram given at Annexure VI to this RFP) with a CCTV covering both compartments.</p> <p>d. Whether all the cash-van compartments are segregated with wire mash of/ MS Plates with Hooks available in the body of the Cash Compartments for chain-locking of the cash boxes.</p> <p>e. Whether the front and rear passenger compartment accommodates one cashier/custodian and one armed security guards each besides driver.</p> <p>f. Whether all vans are provided with two portable 1 litre fire extinguishers (Type), two emergency lights, one battery operated air-pump and a Puncture repair kit.</p>	
6	If answer to above is NO, please give number of vehicles not adhering to above norms.	

UTTAR BIHAR GRAMIN BANK

97. Annexure XX - Financial Position of Bidder for last three Financial Years

(Rs. In Crores)

Particular	2019-20	2020-21	2021-22
Turnover			
Net Profit (Profit After Tax)			
Operating Profit			

Note: Enclose

1. Copies of Audited Balance Sheets and P&L statements along with enclosures for last 3 financial years
2. Copies of Articles of association and Memorandum of Association
3. Copies of certificate of incorporation/certificate of commencement of Business

Place:

Date:

Signature:

Name & Designation:

Business Address:

UTTAR BIHAR GRAMIN BANK

98. Annexure XXI - Confidentiality/ Non Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the —Agreement) entered into on this _ day of 2022, and shall be deemed to have become in full force and effect from (the —Effective Date).

BY and between M/s. _____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as -----|| or

—Vendor|| which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART AND

Uttar Bihar Gramin Bank, a corresponding new bank constituted under section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Sharma Complex, Kalambagh Chowk, Muzaffarpur – 842001 (hereinafter referred to as — Bank or

—Banks which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHERPART:

----- and the Bank shall hereinafter jointly be referred to as —Parties and individually as a —Party.

In this Agreement, —Affiliate means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where —Controll means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S :-

I. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.

II. Uttar Bihar Gramin Bank has agreed to disclose, transmit, receive, and/or exchange certain —confidential information to cover the business transaction between parties for the provision of services related to _____ ||

(—the Purpose) as more particularly

described in Purchase Order no _____, issued by bank in favor of M/s. -

-----.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement —Confidential Information|| means all information belonging to a Party that is or has been disclosed to one Party (the —Receiving Party) by the other Party (the —Disclosing Party) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, —Confidential Information|| shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall,

UTTAR BIHAR GRAMIN BANK

unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality here under the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

2.1.1 disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or

2.1.2 use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or

2.1.3 disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

2.1.4 Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavor:

2.2.1 use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;

2.2.2 keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

2.2.3 limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

2.2.4 upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party:

i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control;

ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;

iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of

UTTAR BIHAR GRAMIN BANK

competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

9. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein

UTTAR BIHAR GRAMIN BANK

above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of ----- years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non- defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Muzaffarpur.

14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS_DAY OF 2022

Signed and delivered by
M/s _____
Signed by:
Name
Title
in the presence of
.....

Signed and delivered by
Uttar Bihar Gramin Bank
Signed by:
Name
Title
in the presence of
.....

UTTAR BIHAR GRAMIN BANK

99. A Annexure XXII - Security Measures for Cash in Transit

The Service Provider shall ensure the following salient security guidelines while engaging a Private Security Agency and during Cash in Transit:

1. No Private security shall be provided by the private security agency for cash transportation activities unless he holds a PSARA license under the Act.
2. For the purpose of providing private security for cash transportation activities, a contract may be entered into between a cash handling agency and the bank concerned.
3. No taxi or hired vehicle shall be used for cash transportation activities by the private security agency:
 - a. Provided that a vehicle which is on long term contract with the private security agency or Bank or Cash handling agency and the vehicle complies with the conditions for design and specification laid down in Annexure VI.
4. Notwithstanding any other provision in these rules, the ex-servicemen, otherwise eligible may preferable be appointed or engaged by the private security agency for providing security for cash transportation activities.
5. KYC Verification and Police Verification. No Private security agency shall appoint or engage or deploy any personnel for the cash transportation activities, unless such personnel has undergone through antecedent check and his proper KYC verification and police verification is done, before appointing or engaging or deploying them by the agency, in accordance of the Act or any other law for the time being in force. Every private security agency shall be responsible to comply with checks as per The Gazette of India, Ministry of Home Affairs notification No.24021/13/2016-PM-I dated 08 Aug 2018.
6. The private security agency shall ensure that every personnel appointed or engaged for cash transportation activities shall be the imparted training and certified for the security and safe handling of such activities as per the requirements of training laid down in The Gazette of India, Ministry of Home Affairs notification No.24021/13/2016-PM-I dated 08 Aug 2018.
7. Cash should be transported only in the owned/leased security cash vans of Service Provider or its first level sub-contractors.
8. The Class of Vehicle as –Light Commercial Vehicle –and the seating capacity as – 5 including driver should be clearly endorsed by the RTO in the RC of the vehicle.
9. Cash will be carried in a proper locked steel box with strong pad locks. Each cash box should be of dimensions not less than 24 length, 18 inch width and 12 height.
10. The cash container should be secured to the cash compartment with the help of hooks, iron chain and lock. The chain should be long enough to cover almost six to eight cash boxes.
11. Each of cash boxes shall be secured to the floor with separate chains and have locks that can be opened or locked only by using separate keys kept with different custodians and cash for each bank shall be carried, preferably, in a separate box with the name of the bank written on it.
12. Each cash van should be escorted by two armed guards, one armed guard shall sit in the front along with the driver and another in the rear position of the van and while in transit, loading or unloading, nature's call, tea or lunch break, at least one armed security guard shall remain present with the cash van all the time. Staff should be rotated and assigned the work only on the day of trip.
13. Wherever possible, routes that have heavy traffic flow and that pass through thickly inhabited areas should be selected. Deserted routes should not be taken unless such a route is unavoidable

UTTAR BIHAR GRAMIN BANK

to reach the branch to which remittance is taken.

14. When the cash boxes are ready in the branch for loading into the cash van, the two armed guards escorting the cash should load their DBBL guns, keep safety catch at ready position to go out of the branch first to position themselves at advantageous points. Both the armed guards will always carry 8 rounds of reserve ammunition in their pouches on person at all times.
15. Once armed guards are positioned, the loader and cash custodian should load the boxes one by one into the cash van under the supervision of the accompanying cash officer, and be loaded onto the vehicle. The cash boxes should be chained and locked to the body of the vehicle, as these are being loaded.
16. After the crew and armed guard are seated, the rear door of the cash van should be locked and its key will be held by the cash custodian.
17. While loading is in progress, the driver of the vehicle along with the ignition key should stay away from the vehicle. The driver should be the last person to board the vehicle.
18. No one other than those detailed for the remittance duty should be allowed to enter, or to take a lift on, the vehicle throughout the journey.
19. The driver will board the vehicle after loading cash boxes and drive along the route as may be specified by the Cash custodian of the remittance.
20. The van should not follow the same route and timing repeatedly so as to become predictable.
21. The vendor shall ensure that additional regulations/guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India, and the State Government are adhered to.
22. Throughout the journey the guns of the armed guards shall remain loaded and shall be kept in ready position with their Safety Catches applied to Safe position.
23. The armed guards shall remain alert throughout the journey and remain ready to thwart any attempt to rob the cash.
24. The driver and the escort must be on their guard against fake accidents, bogus police officials, unexposed traffic diversions, road blocks and suspicious vehicles and persons following the cash van.
25. The vehicle generally should not halt enroute. If the vehicle has to halt for some genuine reasons, it should be preferably at pre-decided police stations/chowkis. In any case no conversation should be entered into with unknown persons and the doors / windows should not be opened.
26. If the same cash van is used for transporting remittances to more than one branch, it is necessary that there are no delays at any one point and that security precautions are not slackened at any of these places. The receiving branches will be informed of arrivals of the van to avoid inordinate delay in receiving / handling overcash.
27. Utmost secrecy should be maintained regarding the dispatch of remittances by all concerned including the service provider.
28. Night movement of cash vans should be discouraged. All cash movements should be carried out during daylight. There can be some relaxation in metro and urban areas though depending on the law and order situation specific to the place or the guidelines issued by the local police. If the cash van has to make a night halt, it necessarily has to be in a police station. In case of inter-state movement, changeover of security personnel at the border crossing must be pre-arranged.

UTTAR BIHAR GRAMIN BANK

100. Annexure XXIII - Cash Remittance Procedure

The Service Provider shall render the following services:

1. Pick up/collect/obtain cash, from the Bank's Branches, Bank's Currency Chest or Bank's Customers and deposit the same with the Bank's Currency Chest and / or Branches as specified from time to time.
2. Obtain signature, receipts, acknowledgements etc. and/or any other documents / papers from the Branch officials of our Bank / Bank's Currency Chest / Bank's Customer(s) and deliver, hand over or forward the same to the Bank's specified Currency Chest / specified branches in accordance with the instructions of the Bank.
3. Generate and prepare and furnish such reports including end of day reports as may be specified by the Bank from time to time.
4. Prepare and complete documentation as per the Bank's requirements.
5. Any other services incidental or related to the aforesaid services.

Note: No discrepancies will be entertained once the Service Provider's officer leaves the Branch / Customers' premises.

Cash Pick - up Process :

The Service Provider shall comply with the following process flow for cash pick-up:

1. The agency will issue an authorization slip on daily basis to the cash officer who is authorized to collect cash on that day.
2. The Currency chest branch / branch official / Customer will identify the cash officer authorized to collect cash by I) Authorization slip. II) Identity card
3. All Service Provider's Officers will carry the iron boxes and uniquely numbered plastic seals along with them to be used for all cash pick-ups.
4. The cash shall be handed over to Service Provider's officer only by putting the dual signature of the branch staff / Customer(s) on the cash slips of note pockets containing 100 pieces.
5. The Service Provider's Officer in front of the Bank's Branch Official/Customer(s) will count all the packets and Bundles of notes of each denominations and tally the details mentioned in the credit voucher and put one copy of the Bank's Credit Voucher in the iron box.
6. The Service Provider's Officer has to ensure that the Seal Number is written on the Service Provider's copy, acknowledgement Slip as well as the Bank's Branch / Customer's copy.
7. The Service Provider's Officer will ensure all the details asked on the slip and the same will be attached to iron box relating to the pick-up and ensure that the Bank's Branch official's / Customer's signature is taken on the slips. Service Provider will ensure that it will put a stamp -
—subject to verification by Bank on the acknowledgement slips, put one copy of pay in slip in the bag/iron box and close the zip of the bag/close the iron box and seal the bag or seal the iron box firmly.
8. The acknowledgement slips to be used will bear the printed serial numbers in Chronological order. The Currency chest/specified branch will maintain proper control and record of use of acknowledgement slips including those cancelled by the Service Provider's officer.
9. The Service Provider's Officer will carry the iron box to the Currency Chest/ Specified Branch/Customer of the Bank which needs to ensure that the box has not been tampered and the seal is intact. The Bank's official will check the number on seal affixed to the container with the number mentioned in the copy of the acknowledgement slip and ensure that the containers not

UTTAR BIHAR GRAMIN BANK

tampered with, before opening. The Service Provider's officers will open the box and handover the cash to Bank's officers, who will count all the packets and Bundles of notes of each denomination in the presence of the Service Provider's Officer.

10. If there is a discrepancy in the iron box, the iron box has been tampered with, then the contents of the same should be immediately counted and verified for forged notes / shortages in front of the Service Provider's Officer for confirming the contents of the iron box with respect to that deposited by the Bank's Branch / Customer.
11. The Service Provider's Officer will be responsible for the shortage / mismatch if the iron box has been tampered with and the same is pointed out to the Service Provider's Officer at the time of handover of the iron box to the Bank's Officer.
12. The Service Provider should also be in a position to provide branch wise daily report, which shall contain the details of branch wise cash deposited in to chest branch/received from chest branch.
13. Any Discrepancy / overwriting in the Credit slip or omission of Seal No. on the slips will be the responsibility of the Service Provider. The seal number on the BANK'S Branch / Customer's acknowledgement slip will be considered as valid.
14. In case of detection of any forged / fake Note, shortage or mutilation or mismatch or any other discrepancy found during verification of the contents of the iron box after the Service Provider's Officer has left the BANK'S / Customer's premises, the Currency Chest / specified Branch will immediately inform the Service Provider's call centre, and shall not credit the amount to the concerned Branch / Customer's account until the Branch confirms such shortage / discrepancy / mutilation / mismatch.
15. In the event of the Bank's Branch / Customer raising any dispute regarding such shortage/mutilation/mismatch/discrepancy, the Chest branch of the BANK will store the discrepant iron box in its vault, till the closure of the dispute by the Branch / Customer.
16. Acknowledgement slips shall be issued by the Service Provider's Officer at the Bank's currency chest / Branch's / Customer's premises and will have the following text on it —**Contents / Cash picked up - Subject to verification by Currency Chest Branch**
17. The Acknowledgement Slips issued by Service Provider's Officer to the BANK'S Branch / Customer will be in Triplicate copies. The second copy will be given to the Bank's Branch / Customer. First Copy for Service Provider's Officer Records and Third copy shall be handed over to the Currency Chest Branch.
18. The Service Provider to carry adequate copies of the BANK deposit slips provided by the BANK to be used by BANK'S Branch / Customer if required and at the end of the day statement of all the transactions shall be compared and reconciled with BANK'S Branch account nos. and sent to BANK with deposit slips for acknowledgement.

Cash Delivery Process :

The Service Provider shall comply with the following process flow for cash delivery :

1. All Service Provider's Officer will carry the iron boxes containing the cash with uniquely numbered plastic seals to the Currency Chest / Branch / Customer of the BANK.
2. The Service Provider's Officer has to ensure that the Seal No. is written on the Service Provider's copy • acknowledgement Slip as well as the BANK'S Branch / Customer's copy.
3. The Service Provider's Officer in front of the BANK'S Branch Official will count all the packets (containing 100 pieces) of notes of each denominations and tally the details mentioned in the credit voucher and put one copy of the BANK'S Voucher in the iron box, and the iron box firmly in the slot provided

UTTAR BIHAR GRAMIN BANK

4. The Service Provider's Officer will enter all the details asked on the slip and the same will be attached to iron box relating to the Cash delivery and ensure that the BANK'S Branch official's signature is taken on the slips.
5. The SERVICE PROVIDER'S Officer will carry the iron box to the concerned Branch of the BANK / Customer which needs to ensure that the box has not been tampered and the seal is intact. The SERVICE PROVIDER'S officers will open the box and handover the cash to BANK officers / Customer(s), who will count all the packets and bundles of notes of each denomination and all loose notes. If both the visual & physical checks are OK, then the BANK'S Officer / Customer will acknowledge the receipt of cash and then follow the existing procedure for crediting the Currency Chest branch account post verification at his end.

If there is a discrepancy in the iron box, BANK'S officer / Customer feels that the iron box has been tampered, then the contents of the same should be immediately counted and verified.

Lost/Misplaced / Stolen Currency :

1. The Service Provider's Officer on duty should immediately escalate the incident to Service Provider's Call Centre.
2. Service Provider's Call Centre will inform the Bank and formally submit a report about the incident & also indemnify the Bank for the amount involved.
3. Service Provider will lodge FIR with the area Police Station.

After receipt of FIR Copy from the police station, the Service Provider shall handover a copy to the Bank.

UTTAR BIHAR GRAMIN BANK

101. Annexure XXIV – Format for Clarification

Bidder need to submit clarifications/queries on RFP on or before the last date mentioned in this document in the format given below:

Sr. no.	RFP clause no.	Sub-clause no.	Page no.	Clause as per RFP document	Proposed Revised clause	Reason for modification
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of the Company)
Date:

UTTAR BIHAR GRAMIN BANK

102. Annexure XXV – Format of the Claim Form

(To be submitted by the Service Provider on their Letter Head Bill
for the month of _____)

Sr. No.	Claim details	Rate claimed	Amount in ₹
1	No. of days the vehicle was put into service: i) Vehicle No. 1 _____ ii) Vehicle No. 2 _____ iii) Vehicle No. 3 _____		
2	No. of Kms covered: i) Vehicle No. 1 _____ ii) Vehicle No. 2 _____ iii) Vehicle No. 3 _____		
3	Claim for 2500 Kms i) Vehicle No. 1 _____ ii) Vehicle No. 2 _____ iii) Vehicle No. 3 _____		
4	Claim for extra kilometers covered i) Vehicle No. 1 _____ ii) Vehicle No. 2 _____ iii) Vehicle No. 3 _____		
5	No. of hours of duty i) Vehicle No. 1 _____ ii) Vehicle No. 2 _____ iii) Vehicle No. 3 _____		
6	Claim for extra hours worked i) Vehicle No. 1 _____ ii) Vehicle No. 2 _____ iii) Vehicle No. 3 _____		
7	Claim for Night Halt i) Vehicle No. 1 _____ ii) Vehicle No. 2 _____ iii) Vehicle No. 3 _____		
	Total		
8	GST, where applicable		
	Total amount billed		

N.B.

1. The consolidated claim should be submitted for each centre, duly supported by the log sheets for the month concerned.
2. The Service Provider should indicate the following details to facilitate TDS and payment of the bill amount through electronic mode:
 - i. PAN details :
 - ii. Title of account to which the amount is to be credited:

UTTAR BIHAR GRAMIN BANK

- iii. Account Number in Full :
- iv. Name of the Bank :
- v. Name of the Branch and its address:
- vi. IFSC Code of the Branch :
- vii. GST No.:

Place :

**Signature
(Name and designation)
Company Seal**

Date :

RFP for supply of cash van for movement of cash under rate contract

103. Annexure XXVI – Make In India/ MSE/Start Up

Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. MICRO & SMALL ENTERPRISES [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:

1.1.1. District Industries Centers or

1.1.2. Khadi Village Industries Commission or

1.1.3. Khadi & Village Industries Board or

1.1.4. Coir Board or National Small Industries Corporation or

1.1.5. Directorate of Handicrafts & Handloom or

1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

1.2. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.

1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank as per **Annexure IV**.

1.4. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. STARTUP

No exemptions/relaxation shall be given to the STARTUP owing to the criticality and the sensitivity of the project. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time)

3. Procurement through Local Suppliers (MAKE IN INDIA):

Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2,3, 5, 10 & 13) of Order No P-45021/2/2017-B.E.II dated 15.6.2017 as amended by Order no. P-45021/2/2017-BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised "Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

104. Annexure XXVII – Certificate for Land Border Sharing Clause

CERTIFICATE

(On letter head of the Company/ Firm)

To,

The General Manager
Uttar Bihar Gramin Bank
OPR Dept.
Sharma Complex
Kalambagh Chowk,
Muzaffarpur- 842001

Request for Proposal (RFP) Ref:

1. This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:
 - a. An entity incorporated, established or registered in such a country
 - b. A subsidiary of an entity incorporated, established or registered in such a country
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country.
 - d. An entity whose beneficial owner (as per definition attached) is situated in such a country
 - e. An Indian (or other) agent of such an entity
 - f. A natural person who is a citizen of such a country
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Place:

Signature:

Date:

Name & Designation

Company Seal

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.