

Ref: CO/DBD/ATM/2976/R1/2021-22



REQUEST FOR PROPOSAL (RFP)

FOR

OUTSOURCING ATM CASH MANAGEMENT ACTIVITIES THROUGH RATE CONTRACT FOR A PERIOD OF TWO YEARS

RFP Ref No. - CO/DBD/ATM/2976/R1/2021-22

Date: 28.02.2022

Pre-Bid Meeting	08.03.2022 at 11:00 AM
Last Date for receipt of bids	29.03.2022 at 03.00 PM
Date and time of opening Technical bids	29.03.2022 at 03:30 PM

Issued By:

DIGITAL BANKING DIVISION,
INDIAN BANK, HEAD OFFICE,
NO 66, RAJAJI SALAI,
CHENNAI – 600001.



Ref: CO/DBD/ATM/2976/R1/2021-22

SCHEDULE

1)	RFP Reference Number and Date	RFP No. CO/DBD/ATM/2976/R1/2021-22 Date: 28.02.2022
2)	Last date for seeking Pre-bid clarifications/ queries through email to following email ids <u>atmprocurement@indianbank.co.in</u>	07.03.2022 by 11:00 AM
3)	Pre Bid meeting	08.03.2022 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online & Offline Mode	29.03.2022 at 03:00 PM Address for physical submission Chief Manager Indian Bank, Head Office, Digital Banking Division (ATM Section) #66 Rajaji Salai, Chennai, Pin 600 001 URL for Online submission of bid e-procurement portal: https://www.tenderwizard.in/indianbank
5)	Documents to be submitted physically by Bidders (Offline Mode)	1. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour (If bidder submits Bid price direct to Bank Account, Proof for Transfer with Reference number should be submitted) 2. Integrity Pact 3. Bid Security (Earnest Money Deposit). Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption.



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		Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof along with undertaking as per Section VII (16) for claiming exemption for Point No. 1 & 3.
6)	Documents to be submitted Online	<p>a. Eligibility Criteria, along with all supporting documents required.</p> <p>b. All Annexure and forms as per this RFP on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.</p> <p>c. Indicative commercial</p> <p>d. All supporting documents and product literature in support of Technical specifications.</p> <p>e. Relevant brochures</p> <p>f. Compliance to Technical Specifications.</p> <p>g. Any other information sought by the Bank with relevant to this RFP</p>
7)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	29.03.2022 at 03:30 PM
8)	Date of Online Reverse Auction (Part II)	Will be intimated through e-mail after technical evaluation of the bids submitted.
9)	RFP Document Cost	<p>Non-refundable Rs.20,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)</p> <p>(Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p> <p>Account No.: 743848138</p> <p>Account Name: INDIAN BANK, H.O.TECHNOLOGY MANAGEMENT DEPARTMENT II</p> <p>IFSC Code: IDIB000H003</p> <p>Branch: Harbour</p> <p>(If bidder submits Bid price direct to Bank Account, Proof for Transfer with Reference number should be submitted)</p>



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10)	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Antares Systems Limited through website: https://www.tenderwizard.in/indianbank</p>
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This Request for proposal (RFP) document can be downloaded from the website: <https://indianbank.in/tenders> & e-procurement portal: <https://www.tenderwizard.in/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP. Clarifications, Modifications and Date of Extensions, if any, will be posted in website & e-procurement portal only.

The term “*Bid*”, “*Bid Document*” & “*Quote/Quotation*” bears the same meaning in this RFP.

This RFP document is the property of Indian Bank & is not transferable. If a holiday is declared on the date mentioned above, the bids shall be received /opened on the next working day at the same time specified above and at the same venue and / or online unless communicated otherwise.



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SECTION I - REQUEST FOR PROPOSAL (RFP)

Indian Bank (The Bank) invites bids for Outsourcing ATM Cash Management Activities through rate contract for a period of Two years as described in this bid document. The details are given below:

RFP Reference	CO/DBD/ATM /2976/R1/2021-22 Dt: 28.02.2022
Price of RFP	Rs.20,000/- (Rupees Twenty Thousand Only)
Pre-Bid meeting with bidders	08.03.2022 at 11.00 AM
Last Date for receipt of bids	29.03.2022 at 03.00 PM
Date and time of opening Technical bids	29.03.2022 at 03:30 PM
Addresses for Communication:	
Digital Banking Division, Indian Bank, Head Office, 2nd floor, #66, Rajaji Salai, Chennai-600001 Phone Nos. 044-25269723/044-25279817 e-mail: atmprocurement@indianbank.co.in	



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SECTION – II INVITATION FOR BIDS (IFB)

1. Indian Bank, a premier Nationalised Bank having its Corporate Office at 254-260, Avvai Shanmugham Salai, Royapettah, Chennai – 600 014, India, hereinafter called “The Purchaser” or “Bank”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns intends to issue this Bid document, hereinafter called Request for Proposal, or “RFP”. Indian Bank has national presence in more than 6335 locations and international presence in Singapore and Srilanka. It has been serving the nation with a team of dedicated staff for more than 113 years.
2. The Bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The Bank has installed more than 3226 ATMs and 1745 Cash Recyclers, which includes 638 terminals installed at offsite locations.
3. Bank invites bids from eligible bidders (hereinafter referred to as ‘Bidder’) for Outsourcing ATM Cash Management Activities through rate contract for a period of Two years in accordance with the scope set out in the tender document. Detailed scope of work under the rate contract is mentioned in Section V (Conditions of Contract)
4. The complete RFP has also been published at the Bank’s official website <https://indianbank.in/tenders> & Bank’s present E-Tender website <https://www.tenderwizard.in/indianbank> For the purpose of downloading and applications made on such a form shall be considered valid for participating in the RFP process.
5. The Bidders who want to participate in the bidding process are required to submit non-refundable fee of Rs. 20,000/- (Rupees Twenty thousand only), towards cost of Bid document. The amount has to be paid by way of DD favouring Indian Bank, payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD along with the technical bid. Further information can be had from the bank at the addresses given below from 10.00 hrs to 17.00 hrs on all working days. Alternatively, bidders can transfer the cost of bid document through NEFT/RTGS/IMPS/UPI etc as per details given in schedule 5.

Addresses for Communication:

**Digital Banking Division,
Indian Bank, Head Office, 2nd floor,
#66, Rajaji Salai, Chennai-600001
Phone Nos. 044-25269723/044-25279817**

e-mail: atmprocurement@indianbank.co.in



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6. Bidders should enroll/register before participating through website - <https://www.tenderwizard.in/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the bid documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 5) of this RFP.
7. Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India:
- (i) As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFP, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
 - (ii) If L1 bidder is an MSE, 100% procurement may be done from the L1 bidder subject to the other terms and conditions of the RFP.
 - (iii) In case of more than one such MSE, the supply shall be shared proportionately to RFP quantity.
 - (iv) Within this 25 (Twenty-five) per cent quantity, a purchase preference of Four per cent (that is, out of 25 (Twenty-five) per cent quantity is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and 3% reservation for women owned MSEs (if they participate in the RFP process and match the L1 price). Provided that, in event of failure of such SC/ ST MSE to participate in RFP process or meet RFP requirements and L1 price, four per cent sub-target shall be met from other MSE.
 - (v) MSEs are also exempted from payment of cost of bid document.
 - (vi) To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - (vii) Bidders seeking the above benefits shall submit the documentary proof along with Section VII (16) for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or upload during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).

8. Make in India:



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This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. . P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 clarification dated 04.03.2021 and all other notices and clarification related to Make in India Guideline.

All the eligible Class-I and Class-II bidders whose quoted rates fall within 20% of L1 rates and who agrees to match the L1 rates will be shortlisted and awarded the rate contract. Also, at least 50% of the ATMs will be outsourced to Class-I local suppliers.

- Margin of Purchase Preference: The margin of purchase preference shall be 20%.

Verification of Local Content:

- a. The 'Class-I Local Supplier'/Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
- b. False certificates will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- c. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.

9. Please note that:

- (i) The Bank is looking for shortlisting multiple service providers to award rate contract for the various activities as specified in the RFP document. The Bank reserves the right to distribute the load among these service providers in appropriate proportion as deemed necessary.
- (ii) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (iii) The Bank is not bound to accept any of the bids submitted and the Bank has the right to reject any/all bid/s or cancel the RFP without assigning any reason whatsoever at any stage of procurement.



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- (iv) All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory and kept with technical bid. A certificate to the effect that the Authorised Signatory has authority to bind the company should also be attached along with the technical bid.
 - (v) This RFP is not transferable. Only the Bidders who have officially purchased this RFP document or downloaded from the Bank's website and paid the requisite RFP document fee shall be entitled to quote.
 - (vi) Each bidder is eligible for submitting only one Bid in response to this RFP.
 - (vii) This RFP is not an offer by the Bank, but an invitation to receive offers from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank with the Bidder.
 - (viii) Any publicity by the Bidder, in which the name of the Bank is to be used, should be done only with the explicit written permission of the Bank.
 - (ix) This RFP is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
 - (x) Bank reserves the right to change the dates, timing mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's website.
10. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

11. Restriction of Bidders from Countries sharing Land Borders with India:

As per Ministry of Finance, Govt. of India, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit



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or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause:

Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above



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SECTION III - INSTRUCTIONS TO BIDDERS

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1. Introduction:

- 1.1 The Bidder is expected to examine all instructions, forms, annexures, terms and specifications in the RFP Documents. Failure to furnish all information required by the RFP Documents may result in rejection of its bid and will be at the Bidder's own risk.
- 1.2 Pre-bid Meeting:
- A pre-bid meeting is scheduled to be held at 11.00 hours IST on 08.03.2022. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting through WebEx. WebEx meeting link will be shared to those bidders would submit bid document cost before prebid meeting.
 - In case the probable bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the **cost of bid document i.e. Rs. 20,000/- (Rupees Twenty Thousand Only - non-refundable)** by way of Demand Draft in favour of Indian Bank payable at Chennai or alternatively through NEFT/RTGS/IMPS/UPI etc as per details given in schedule 5. **Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting.** Such Bidders who have submitted DD (or paid online as per schedule 5) for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid.
 - Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for participation in pre-bid meeting.
 - The purpose of the meeting will be to clarify issues and to answer questions raised by the probable bidders.
 - The bidder is requested to submit questions in writing two days in advance to the Bank before the pre bid meeting date, in the format provided in **Section VII (8)**
 - Text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to the bidders who have raised queries in writing.

2. Amendment of RFP

- 2.1 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(s) requested by a prospective Bidder, may modify the RFP Document by modification(s) / amendment(s).
- 2.2 The amendments if any, will be published in the e-procurement website and will form part of the RFP document.



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3. Documents constituting the bid

The Bid prepared by the Bidder shall comprise the following components:

3.1 Technical Bid

The Bidder shall furnish as part of its technical bid as per the format provided in **Section VIII**, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract, if its bid is accepted.

For submitting Technical bid, Bidders shall use the original Section VII & VIII published by the Bank as part of the RFP, which contains Bank's seal.

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Note: All the documents and certificates as per **Section VI, Section VII and Section VIII** should be submitted along with the technical bid.

- Bid Form (Section VII (1) of the bid document) as per enclosed format should be enclosed with the technical bid.
- Bid security (Earnest Money Deposit) as per enclosed format (Section VII (2))
- The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.

Any bid document not accompanied by the above will be rejected.

3.2 Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid in the format provided in Section VII (7) of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

3.3 Commercial bid

3.3.1 The bidder has to submit the commercial offer online.



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- 3.3.2 Commercial bid will be finalized through online reverse auction. Commercial bid as per enclosed format (**Section IX** of the bid document) shall be submitted by the successful bidder **ONLY** after online reverse auction process.
- 3.3.3 The price should be quoted in Indian Rupees only.
- 3.3.4 The bidder shall indicate on the appropriate Price schedule, specifying the unit prices of the goods proposed to be supplied.
- 3.3.5 Commercial offer should give all the relevant price information in line with “Price Composition”.
- 3.3.6 It should be as per the format Section-IX – only.
- 3.3.7 It should not contain any other terms and conditions or additional documents forming part of Bid Document.

4. Documents establishing Bidder’s eligibility and qualification.

All bids submitted shall also include the following information:

- i. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company etc.
- ii. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor’s report for the past three financial years.

5. Documents establishing services’ conformity to RFP Documents

- 5.1 The Bidder shall furnish, as part of Technical bid, documents establishing conformity to the RFP Documents of all services, which the Bidder proposes to provide under the Contract. (As per section VIII – Technical bid – wherever required)
- 5.2 The documentary evidence of conformity of the goods and services to the RFP Documents may be in the form of literature, drawings and data, and shall consist of an item-by-item commentary on the Bank’s Technical Specifications demonstrating responsiveness of the bidder to those specifications, or a statement of deviations and exceptions to the provisions of the Requirement Specifications, if any.

6. Bid Security (Earnest Money Deposit) & Cost of Bid Document

- 6.1 The Bidder shall furnish, as part of its bid submission, bid security shall be denominate in INDIAN RUPEES only and shall be in the form of a bank guarantee issued by a Scheduled Bank in India or a Foreign Bank located in India, in the form provided in the Bidding Documents, for a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) and valid for one hundred and Eighty (180) days beyond the last date for submission of the bid, favouring Indian Bank with additional claim period of 45 days.



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- 6.2 Any bid not securing in accordance with clause 6.1 above will be rejected by the Purchaser as non-responsive.
- 6.3 The bid security is required to protect the Purchaser against risk of bidder's conduct during the period of bid validity.
- 6.4 Unsuccessful Bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank or on completion of administrative formalities of the procurement.
- 6.5 The successful bidders' bid security will be discharged upon the Bidder signing the Contract with the BANK and furnishing the performance security.
- 6.6 The bidder shall be liable for forfeiture of bid security:
- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of successful Bidder (L1 bidder), if the Bidder does not honour his final bid submitted during the online reverse auction or fails to sign the Contract with the BANK or to furnish performance security within the stipulated period, in accordance with the Terms & Conditions of the RFP or Contract.
- 6.7 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of validity of the bid and bid security. The request and the responses thereto shall be made in writing or by fax or email. The bid security provided under clause 6 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.
- 6.8 No interest will be payable on the Bid security amount.
- 6.9 MSE (Micro and Small Enterprises) are exempted from Bid Security for which concerned enterprise needs to provide the supporting documents certifying the eligibility of the bidder during the current year.
- 6.10 The Bid Security shall be submitted as per the format at Section-VII (2).
- 6.11 Cost of Bid Document **Rs. 20,000/- (Rupees Twenty Thousand Only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in schedule 5.
- 6.12 MSE/NSIC registered bidders are exempted from submitting the bid cost. Such bidders should submit the copy of registration certificate and other document along with declaration as per Section VII (16) for claiming exemption for Cost of Bid document as proof which should be valid for the current period.

Please note: Relaxation if any, extended by GOI/ competent authorities for furnishing EMD/Bid Security shall be passed on to eligible bidders



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7. Period of validity of bids

- 7.1 Bids shall remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

8. Format and signing of Bid

- 8.1 All pages of the bid, except for un-amended printed literature, shall be initialled by the authorised person(s) signing the bid.
- 8.2 Any interlineations, erasure or overwriting shall be valid only if they are initialled by the authorised person(s) signing the Bid.

9. Deadline for submission of Bids

- 9.1 Deadline for bid submission is: 29.03.2022 at 03:00 PM. The online bid (to be submitted on e-tender portal) and offline bid document along with required enclosures should be submitted either in person or it can be sent by post but it should reach the concerned office on or before 03:00 PM on 29.03.2022.
- 9.2 In the event of the specified date for the submission of bids, being declared a holiday/strike for the Bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time.
- 9.3 The Bank may, at its discretion, extend this deadline for the 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 as extended.
- 9.4 Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will not be accepted and returned unopened to the bidder.

10. Late Bids:

- 10.1 Any bid (Technical or Online Commercial or both) submitted by the bidder after the deadline for submission of bids prescribed by the Purchaser, pursuant of clause-9, will be rejected.

11. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder(s). The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted. If deemed necessary, the service provider is required to give presentation on the system offered.

12. Acceptance of Terms and Conditions:



Ref: CO/DBD/ATM/2976/R1/2021-22

The bidders submitting their bids in response to this RFP should accept all the terms and conditions in total without any deviation or condition. Bidders shall submit a copy of the RFP document duly signed by the authorized person with seal for having accepted the terms and conditions without any deviations. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.

13. Evaluation and Comparison of bids

13.1 General Evaluation

13.1.1 The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

13.1.2 Arithmetical errors will be rectified on the following basis –

- a. if there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected.
- b. If there is a discrepancy between words and figures, the amount in words will prevail.

13.1.3 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the eligibility of any Bidder. This shall be binding on all bidders and the Purchaser reserves the rights for such waivers.

13.1.4 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the RFP documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

13.1.5 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

13.2 Technical evaluation



Ref: CO/DBD/ATM/2976/R1/2021-22

13.2.1 The bidder should satisfy all the eligibility criteria mentioned in Section VI of this bid and technical specifications as per section VIII.

13.2.2 Point to point conformity of the goods offered, to the Technical specifications provided in the RFP.

13.3 Commercial evaluation

13.3.1 Commercial evaluation will be done through online reverse auction. After technical evaluation, only the eligible Bidders will be communicated of the date and time of the online reverse auction process, business rules for the auction and the details of the agency who shall conduct the reverse auction. The bidder should have valid digital certificates to participate in the online reverse auction.

13.3.2 The prices shall be quoted in Indian Rupee only.

13.3.3 The rates quoted during online reverse auction shall include all costs, duties including excise duty, levies, insurance, freight, warranty, AMC, license fees, road permits, toll charges and charges for incidental services, etc. excluding GST.

13.3.4 Goods and Service Tax (GST) applicable shall be extra as applicable.

14. Bank's right to accept any bid and to reject any or all bids

15.1 The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

15.2 The RFP shall be read in conjunction with any amendment issued subsequently.

15. Bank's right to vary quantities

The Purchaser reserves the right at the time of award of contract to increase or decrease, the quantity of goods & services originally specified in the Condition of Contracts (Section V) without any change in price or other terms and conditions. The Bank at its discretion and requirements may increase or decrease quantum of purchase by up to 10% in respect to the quantity specified in the RFP.

16. Liabilities of Bank

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

17. Bid Proposal and Ownership



Ref: CO/DBD/ATM/2976/R1/2021-22

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should not be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The bid and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

18. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

19. Disclaimer

- a. The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.
- b. In case of Amalgamation/Merger of Indian Bank, the products & Services to be provided by the selected bidder under this RFP will be extended to the New/Merged Entity, at no additional cost and with the same terms & conditions.

20. Information for selection of service provider:

- 21.1 Prior to expiration of the period of bid validity, the Purchaser will inform to selected bidder(s) in writing or by electronic means, further confirmed in writing by registered letter, that the bidder has been short-listed as service provider by the Purchaser.
- 21.2 The information for selection will constitute the basis for formation of the Contract.

21. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 bidder, if the price quoted is found unreasonable or in any exceptional circumstances.

22. Awarding of Rate Contract

After the online reverse auction, Bank will rank the bidders in the ascending order of the final amount quoted by them during the online reverse auction. The lowest quoted bidder as L1 bidder, the second lowest quoted bidder as L2 bidder and the third lowest quoted bidder as L3 bidder and so on.



Ref: CO/DBD/ATM/2976/R1/2021-22

If any bidder does not quote any price during reverse auction, then the price quoted by them in indicative commercial bid will be taken as their quoted price.

Bank will award the rate contract to all the eligible Class-I and Class-II bidders whose quoted rates fall within 20% of L1 rates and who agrees to match the L1 rates.

Bank intends to outsource cash management for around 350 offsite ATMs through the rate contract. The quantity will be distributed among the shortlisted successful bidders in the following ratio:

- (i) If only two bidders are shortlisted, 60% of the total quantity will be allotted to L1 bidder, subject to the guidelines on Preference to Make in India mentioned in para 8 of Section II.
- (ii) If three bidders are shortlisted, 40% of the total quantity will be allotted to L1 bidder, and remaining two bidders will be allotted 30% each, subject to the guidelines on Preference to Make in India mentioned in para 8 of Section II.
- (iii) If more than three bidders are shortlisted, 30% of the total quantity will be allotted to L1 bidder, and remaining 70% will be split among the other shortlisted bidders, subject to the guidelines on Preference to Make in India mentioned in para 8 of Section II.

However, at least 50% of the total quantity will be allotted to Class-I local suppliers as per the guidelines on Preference to Make in India. To achieve this objective in the event of Class I local suppliers' not getting 50% of the total quantity after the above splitting, additional ATMs required to reach 50% will be taken from the ATMs allotted to Non-Class I local suppliers in equal numbers in the descending order of their ranking.

As mentioned in the Section II, clause no. 9(i), the Bank reserves the rights to procure 25% of the total requirements from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFP, quote their price within the price band of L1+15% and agree to bring down their price to L1 price. Under such circumstances, the remaining quantity, i.e. 75% of the total requirements will only be awarded to the remaining shortlisted bidders who is not Micro and Small Enterprise (MSE).

23. Signing of Contract

Within Fifteen (15) days from the date of award of the rate contract, the Successful bidder(s) shall provide acceptance of the purchase order, sign the contract as per the format provided in section VII (3) and return it to the Bank.

Also a Service provider agreement shall be entered into, which will contain the service related clause of the RFP, such as timelines for various activities and penalty for delay, termination, settlement of disputes etc. Format of the service provider agreement has been provided in Section (VII) Annexure 18. All contracts will be valid for two years from the date of commencement of services.



Ref: CO/DBD/ATM/2976/R1/2021-22

Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

24. Performance Security

- 24.1 Within 15 (fifteen) days of receiving the purchase order from the zonal office, the successful bidder shall furnish to the Bank performance security by way of Bank Guarantee, called Contract Performance Guarantee, equivalent to 3% of the contract amount of two years for each ATM, valid for 26 months, with an additional claim period of 6 months, issued by a scheduled commercial bank in India.
- 24.2 Performance security submitted by the service provider shall be invoked by the bank as compensation for any loss resulting from the service provider's failure to complete its obligations under the contract. This is in addition to the other remedies such as penalty, insurance etc.
- 24.3 The contract performance guarantee will be discharged by the Bank and returned to the service provider not later than sixty (60) days following the date of completion of the service provider's performance obligations under the contract.
- 24.4 Failure of the successful bidder(s) to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for the annulment of the award and bank may blacklist the bidder for next three years.
- 24.5 In addition to the performance security, successful bidders shall maintain an interest-free deposit of Rs.2 Lakhs with the Bank's reconciliation team for providing timely settlement of failed transactions within the TAT defined by RBI even if there is any delay in performing EOD and reporting of excess cash by the service providers.
- 24.6 Whenever failed transactions are identified based on the EJ or customer complaints, Bank will advise the service provider to perform EOD in the ATMs and report excess cash. If the service provider does not perform EOD within the TAT defined by RBI, Bank will use the funds deposited by the service provider to settle the customer complaints to avoid any penalty to the Bank and service provider.
- 24.7 Subsequently when the service provider performs the excess cash adjustment, Bank will use the excess funds to reverse the amount debited from the deposit maintained by service provider.
- 24.8 Bank reserves the rights to enhance the quantum of the deposit amount based on the increase in the number of ATMs allotted to the service provider.

25. Coverage of all Banks under the EPF & MP Act 1952



Ref: CO/DBD/ATM/2976/R1/2021-22

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

26. Exemptions to Micro & Small Enterprises

MSEs registered under Single Point Registration Scheme of NSIC are exempted from payment of cost of RFP. For availing this benefit, such bidders must submit the copies of relevant Registration Certificates clearly indicating their capacity and monetary limit during the pre-bid meeting. In case the capacity and monetary limit specified in the registration certificate is less than the tender value, bidder must get assessed the competency of the unit to execute contract of the higher value keeping in view of the pending load on the unit from inspection agency of NSIC for higher capacity / competence.

However, the exemption is only for cost of Bid Document and Bid Security at the time of submission of RFP/tender documents. If such a bidder is successful in the RFP process, then performance guarantee as per the RFP document shall be submitted.

27. Non-Disclosure Agreement

The authorised representative of the bidder shall submit a non-disclosure agreement given in Section VII (9) herein on behalf of the Bidder Company and individual capacity of all the persons contracted.



Ref: CO/DBD/ATM/2976/R1/2021-22**SECTION-IV****INSTRUCTIONS TO BIDDERS FOR E-TENDERING****1. GENERAL**

These Instructions for e-Tendering supplement other terms and conditions of this RFP.

2. INSTRUCTIONS**2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their system, internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.



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9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.in/indianbank>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block



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Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100, 99432 77499, 8951944383
Support Email: gunaseelan.m@antaressystems.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- Eligibility Criteria, along with all supporting documents required.
- All forms and annexures as per this RFP on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Relevant brochures
- Compliance to Technical Specifications as per Technical Bid.
- Any other information sought by the Bank with relevant to this RFP.

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in RFP documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the RFP Reference number, due date, Name of the Bidder, etc.

- DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 9)



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- b) Integrity Pact
- c) Bid Security (Earnest Money Deposit)

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 29.03.2022, 03.00 PM to the address mentioned under schedule 4 of this RFP. The envelope shall be super scribed as “**Outsourcing ATM Cash Management Activities through rate contract for a period of Two Years**” and the words ‘DO NOT OPEN BEFORE (29.03.2022 at 03.30 PM)’.

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.in/indianbank>), click on System Requirement Manual/ User Manual.

The following ‘Four Key Instructions’ for bidders must be assiduously adhered to

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before bid submission deadline on e-tendering portal.
- b. Register your organization on e-tendering portal well in advance before bid submission deadline on e-tendering portal
- c. Get your organization’s concerned executives trained on e-tendering portal well in advance before bid submission deadline on e-tendering portal
- d. Submit your bids well in advance of bid submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.



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SECTION V - CONDITIONS OF CONTRACT

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1. DEFINITIONS

In this contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Bank and the Service provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations;
- c. "The Goods" means all of the equipment, machinery, and / or other materials which the Service Provider is required to supply to the Bank under the Contract;
- d. "The Services" means ATM Cash management services, which includes the detailed scope of work described in this RFP and other such obligations of the Service Provider covered under the Contract;
- e. "The Purchaser" means Indian Bank.
- f. "Bank" where applicable, means Indian Bank
- g. "The Service Provider" means the individual or firm providing the Goods and Services under this Contract.
- h. "ATM", "CR", "CD", "BNA" or "Terminal" means Automated Teller Machine (ATM) or Cash Recycler (CR) or Cash Dispenser (CD) or Bunch Note Acceptor (BNA) terminal.

2. SCOPE OF WORK

2.1 Cash Management Services:

- 2.1.1 Cash forecasting for replenishment of cash at outsourced ATMs based on the cash dispensation trend of each ATM.
- 2.1.2 Submitting cash indent at least a day in advance (T-1 where T is the day of cash loading).
- 2.1.3 Withdrawal of cash from the feeder branch through the current account opened for this purpose.
- 2.1.4 After counting and sorting, cash should be collected in locked cassettes and replenished in ATMs through cassette swap model on the same day to avoid cash out incidents. One Time Combination (OTC) lock system should be used for opening the ATM chest door.
- 2.1.5 Transportation of cash in locked cassettes, strictly adhering to the guidelines issued by Ministry of Home Affairs (MHA notifications dated 8th August, 2018 or subsequent amendments, if any.)
- 2.1.6 Performing cash loading, unloading, adjustment and EOD transactions as per the Bank's SOP on online accounting system.
- 2.1.7 Handover the cassettes removed from the ATMs to the feeder branch next day morning along with the ATM EOD slips and CBR reports.



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2.1.8 Purchasing lockable cassettes in lieu of the lockable cassettes provided by the Bank and later damaged / became unusable during the contract period.

2.1.9 Attend First Level Maintenance (FLM) calls and Second Level Maintenance (SLM) calls requiring opening of ATM safe door, in coordination with the SLM engineer.

2.2 Reconciliation of Cash:

2.2.1 Reconciliation of the cash received from the feeder branch, cash loaded in the ATM, cash dispensed by the ATM and Cash remaining in the ATM (including excess cash) should be done at least on a T+3 basis as per the RBI guidelines on Outsourcing of Cash Management – Reconciliation of Transactions dated 14.05.2019.

2.2.2 Submission of reports containing the reconciliation of above heads on a daily basis.

2.2.3 Put in place an efficient digital records management system for data retrieval and reconciliation.

2.3 Overnight Vaulting

2.3.1 The bidder should have their own vaulting facility.

2.3.2 Overnight vaulting will be granted by the Bank only for the locked cassettes removed from the ATMs and cash Recyclers after replenishment of the cash through cassette swap model.

2.3.3 Overnight vaulting of the cash collected for loading in ATMs and Cash Recyclers will be permitted only if cash replenishment is required in any ATM or Cash Recycler during holidays.

3. Validity of Contract

3.1 The contract period for providing ATM Cash Management Services will be for a period of two years from the date of commencement of services, i.e. from the date of first cash replenishment under the rate contract.

3.2 The performance of the successful bidder(s) shall be reviewed on a quarterly basis, the Bank reserves the right to terminate the contract for a specific terminal where the service levels are not satisfactory, at its sole discretion, by giving a notice period of one month.

3.3 The Bank reserves the right to terminate the whole contract with a service provider, at its sole discretion, by giving a notice period of three months.

3.4 Bank reserves the right to renew the contract for a further period of up to two years from the expiry of the initial term of 2 years at mutually agreed terms and conditions.



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- 3.5 Contract Continuity - The contract shall terminate only on explicit correspondence to that effect. Until that time, successful bidder shall continue to provide the service at the contracted price as per the agreement.
- 3.6 In event of bidder insolvency, contract termination, bidder in M & A activity, successful bidder shall continue to provide the service without causing disruption of the services to customers of the Bank at no extra cost to the Bank.

4. Service Provider Agreement / Outsourcing Agreement

A Service Provider agreement shall be entered into between the Bank and the successful bidder(s), which will contain the service related clause of the RFP, such as timelines for various activities and penalty for delay, termination, settlement of disputes etc.

Timelines for various Activities

(a) Timelines for takeover of the ATM:

The successful bidder should complete the account opening and take over the ATM/cash Recycler within 15 working days from the date of allotment of the ATM by Zonal office. The bank reserves the rights to cancel the allotment and re-allot the ATM to another successful bidder if the ATM is not taken over within 2 weeks due to reasons attributable to the successful bidder.

Also, a penalty of Rs.2,000 plus taxes per week or part thereof of delay until actual takeover will be applicable for delay in taking over the ATM, up to a maximum deduction of Rs.20,000 plus taxes per ATM / Cash Recycler.

(b) Timelines for cash replenishment:

The successful bidder should monitor the availability of cash in the ATMs and dispensation trend of each ATM regularly and submit the indent one day in advance to the feeder branch. The indented amount should be sufficient for meeting the cash requirements of 2 days and subsequent holidays, if any, and should not exceed the cash requirements of three days and subsequent holidays, if any.

However, the feeder branch will have the rights to cross verify the indented amount using the Bank's own ATM cash forecasting tool and make changes in the indented amount, if required.

The successful bidder should collect the cash from feeder branch in the first half and complete the cash replenishment in the ATMs on the same day before the time limit stipulated by the regulatory bodies for urban, rural and Left Wing Extremism affected areas.

A penalty of Rs.1,500/- plus taxes per day per ATM/CR or part thereof will be applicable for delay in replenishing the ATMs due to reasons attributable to the service provider, subject to a maximum penalty of 20% of the invoice amount of the ATM for the month. Also, bank reserves the right to cancel the outsourcing of cash replenishment of the particular ATM without any prior notice if the above timelines are violated by the service provider more than two times in a month.



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(c) Timelines for depositing the locked cassettes removed from the ATMs/CRs:

The locked cassettes removed from the ATMs and Cash Recyclers during cash replenishment should be deposited at the feeder branch latest by 11 A.M on the next working day, irrespective of whether cash replenishment is planned for that day or not.

A penalty of Rs.1,500/- plus taxes per day per ATM/CR or part thereof will be applicable for delay in depositing the locked cassettes removed from the ATMs/CRs due to reasons attributable to the service provider, subject to a maximum penalty of 20% of the invoice amount of the ATM for the month. Also, bank reserves the right to cancel the outsourcing of cash replenishment of the particular ATM without any prior notice if the above timelines are violated by the service provider more than two times in a month.

(d) ATM cash out penalty as per RBI guidelines:

Notwithstanding the above, if any ATM remains out of cash for more than the time duration permitted by RBI due to reasons attributable to the service provider, the actual penalty imposed by RBI should be borne by the service provider.

If the delay was attributable to the service provider partially (during the first 10 Hrs of cash out), penalty will be recovered from the service provider proportionately. (For example, during the first 10 Hrs of cash out, if the ATM was cash out for 5 Hrs due to delay in providing the cash by the feeder branch and remaining 5 Hrs delay was attributable to the service provider, 50% of the penalty imposed by RBI will be recovered from the service provider.

The monthly penalty for an ATM will be capped to the ATM cash out penalty imposed by the RBI or 40 % of the invoice amount of the particular ATM, whichever is higher.

(e) Timeline for attending FLM/SLM calls that require opening of safe door:

The successful bidder should provide FLM support for non-functional ATMs and support for SLM calls which require opening of safe door, as per the below time schedule:

No	Type of call	Timeline to attend the site
1	FLM call – location within operating city limits	4 Hrs from receiving the communication from Bank
2	FLM call – location beyond city limits	8 Hrs from receiving the communication from Bank
3	SLM calls	As per the schedule given by the SLM engineer

A penalty of Rs.500/- plus taxes per day or part thereof will be applicable for delay in attending to the calls beyond the above schedule.

5. Insurance



Ref: CO/DBD/ATM/2976/R1/2021-22

- 5.1 The successful bidders should ensure that the cash of the Bank handled by them in the vault/in transit/in CD is adequately insured with the bank as beneficiary.
- 5.2 Insurance coverage should be equivalent to the actual value of cash being handled at each vault location, cash in transit and the cash loaded in the ATM or Cash Recycler.
- 5.3 Successful bidder shall ensure that insurance coverage is available for all sorts of risks including fidelity clause arising from acts of omission / commission / dishonesty of its employees and / or its authorized agents. The loss-payee endorsement of such insurance policies shall be in favour of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance companies directly to the Bank.
- 5.4 The insurance should also cover any damage to the spare parts of ATMs and Cash Recyclers due to reasons attributable to the service provider. The service provider will be liable to bear the cost of replacement of the parts damaged due to the acts or omission on the part of their employees.
- 5.5 Any shortage or loss of cash in transit, cash held by the successful bidder in the vault, and / or the cash loaded in the ATM whatsoever and for whatever reason shall be immediately reimbursed to the Bank by way of RTGS / NEFT without waiting for admissibility or settlement of the insurance claim.
- 5.6 Any amount of such insurance claims received by the Bank shall be remitted to the Bidder by the Bank after adjustment of outstanding dues if any. The CRA should ensure correctness and genuineness of the cash and shall take the ATM fit currency notes in its possession. Once the locked cassettes containing currency notes are taken out of Bank's premises, the successful bidders would be responsible for shortage and fake currency if any, noticed subsequently.
- 5.7 Successful bidders should submit a copy of Cash insurance cover to the Bank.

6. Compliance with Statutory and Regulatory Provisions

While providing the services under the contract, the successful bidders should adhere to all regulatory guidelines issued and updated by RBI, governments, law enforcement agencies and any other regulatory bodies, including but not limited to:

- a. RBI guidelines on cassette swap (initial set of cassettes will be provided by the Bank. Successful bidders should arrange their own replacement cassettes if the cassettes provided by the Bank are damaged or becomes unusable due to wear and tear during the contract period.
- b. Guidelines issued by Ministry of Home Affairs for providing security by the private security agencies to cash transportation activities.
- c. RBI guidelines on monitoring of ATM cash availability and penalty for ATM cash out.



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- d. RBI guidelines on use of One Time Combination (OTC) lock for cash replenishment.
- e. RBI guidelines on standards for engaging the service provider and its sub-contractor for cash management activities of the banks.
- f. Any new guidelines issued by the government or regulators during the contract period.

7. Use Of Contract Documents And Information

7.1 The Service Provider shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

7.2 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

8. INDEMNITY

The successful bidder(s) shall, at their own expense, indemnify, defend and hold harmless Indian Bank and its officers, directors, employees, representatives, agents and assigns from and against any and all losses, claims, costs and expenses, including attorney's fees and expenses, that may be occurring due to, arising from or relating to:

- a. Any breach, non-performance or inadequate performance by the selected service provider of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties, under this RFP or subsequent agreement;
- b. The acts, errors, representations, misrepresentations, wilful misconduct or negligence of the selected service provider, its employees/agents in performance of its obligations under this RFP or subsequent agreement; or
- c. Any deficiency in the services of the selected service provider or
- d. Violation of any applicable laws by the service provider, its agents, employees, representatives etc.
- e. Infringement of any patent, trade-marks, copyrights, hardware, software, application, utilities etc. used by the selected bidder and its employee / agent for providing services. If at the time of service provider providing the services in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other



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rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, service provider shall indemnify the Bank and keep it indemnified in that behalf.

- f. In the event of selected service provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the rights to recover the amounts due to it under this provision from any amount payable to the selected service provider.
- g. Any loss of cash due to theft, dacoity, or fraud, during the transit of cash or from the vault of successful bidder(s), or from the ATM through opening the safe door.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in the RFP. Bank shall inform the service provider of all known breaches and claims of indemnification and the selected service provider shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims within time.

9. LIMITATION OF LIABILITY

Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means, the total amount payable by the Bank to the service provider for a period of 2 years for the total number of ATMs allotted to the service provider across the country.

The limitations set forth herein shall not apply with respect to:

- a. claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
- b. Bodily injury (including Death) and damage to real property and tangible property caused by service provider/s' gross negligence. If a third party asserts a claim against bank that a service provider product acquired under the agreement infringes a patent or copy right, service provider should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by service provider.
- c. damage(s) occasioned by the Gross Negligence, fraud or Willful Misconduct of Successful bidder, damage(s)
- d. damages(s) occasioned by Loss of Cash due to theft, dacoit, fraud during cash in transit or from the vault



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- e. damage(s) occasioned by Successful bidder for breach of Confidentiality obligations,
- f. When a dispute is settled by the Court of Law in India,
- g. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank provided such guidelines were brought to the notice of Successful bidder.

For (a) to (g) above, the service provider shall reimburse the actual loss incurred by the Bank.

10. INSPECTION

- 10.1 The Bank will have with the right to conduct audits on the Service Provider whether by its internal or external auditors or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Service Provider in conjunction with the services performed for the Bank;
- 10.2 Any charges payable to the Bank representative designated for inspection shall be borne by the Bank.
- 10.3 The inspections and tests may be conducted on the premises of the service provider or at the terminal locations. If conducted on the premises of the service provider, all reasonable facilities and assistance, including access to the records, vehicles and vaults, shall be furnished to the inspectors at no charge to the Bank i.e. successful bidder(s) shall make arrangements at their premises for inspection.
- 10.4 The service provider shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the service provider, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the service provider related to this agreement and cause inspection.
- 10.5 Bank reserves the right to conduct surprise inspection of the Cash held in the terminals or vault of the Service provider periodically. Such inspection will be carried out by Bank's officials having identity proof and letter from respective Zonal Office authorizing the officials and the report will be provided to the bank in the agreed format. Prior notice of such inspection may not be given to the Service provider.

11. PAYMENT TERMS

- 11.1 Monthly charges for outsourcing of ATM cash management will be made by the respective zonal offices within 30 days from the date of receipt of the invoices and supporting documents (reports) for the actual number of ATMs being



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served by the services providers. Only those ATMs where at least one cash loading is done in the month will be considered for the payment.

11.2 Applicable penalty and TDS will be deducted while making the payment.

12. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE

12.1 Performance of the services shall be made by the service provider in accordance with the time schedule prescribed by the Bank in the conditions of contract.

12.2 If at any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery and performance of services, the service provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the Bank shall evaluate the situation and may at its discretion extend the service provider's time for performance, with or without the liquidated damages applicable as per the conditions of contract or Service Provider Agreement / Outsourcing Agreement, in which case the extension shall be ratified by the parties by amendment of the Contract.

13. TERMINATION FOR DEFAULT

The Purchaser, without prejudice to any other remedy for breach of contract, by 90 days written notice of default sent to the selected bidder, may terminate this Contract in whole or in part.

13.1 if the Successful Bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;

13.2 if the Successful Bidder fails to perform any other obligation(s) under the Contract.

13.3 If the Selected bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

13.4 In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing, the Bank shall reject such offers and forfeit EMD paid by them along with their offers.

For the purpose of this clause

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and



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“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

14. FORCE MAJEURE

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

15. ADOPTION OF INTEGRITY PACT

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.



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- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre Contract integrity pact as per the **Section-VII (7)**. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Integrity pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Brahm Dutt, IAS (Retd) Email: dutt.brahm@gmail.com
2. Shri. Girraj Prasad Gupta, ICAS (Retd) Email: gpgupta1804@gmail.com

- Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.
- Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 or other Financial Rules as may be applicable to the organization concerned.

16. LIABILITY OF SERVICE PROVIDER

- 16.1 Vicarious Liability- The Selected Bidder shall be the principal employer of the employees, personnel/individual, engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of personnel/individual, etc. by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc. of



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such employees, agents, contractors, sub-contractors etc. of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder 's employees, personnel/individual, etc. The selected Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Bidder employees personnel/individual, etc.

- 16.2 The Bidder shall be absolutely responsible for the payment of salary, all other statutory obligations to the employees engaged/to be engaged by the bidder to pay salary / wages, bonus, arrears, employment, terminal benefit, compensation and other claims whatsoever and the Bank has no connection in relation to such matters.
- 16.3 Bidder shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at their own risk and cost in respect of all AGs by Bidder. The Bank shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. hence non compliance or violation of any of these provisions of any of the Acts will be treated as breach of contract and shall lead to the termination of the contract. The Bidder shall maintain all records required to be maintained under statutory enactments and the Bidder shall submit to the Bank a certificate every month to the effect that Bidder has and is complying with all the statutory regulations as said heretofore.
- 16.4 The relationship between the Bank and the selected bidder is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Service Provider hereto or any affiliates or subsidiaries thereof or to provider any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party

17. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the purchaser and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the



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matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- (1) In case of dispute or difference arising between the Bank and a domestic service provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the respective Bank and the Service provider; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks Association, India which appointment shall be final and binding on the parties.
- (2) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Bank' Association, both in cases of the Foreign Service Provider as well as Indian Service Provider, shall appoint the Arbitrator. A certified copy of the order of the Indian Bank' Association making such an appointment shall be furnished to each of the parties.
- (3) Arbitration proceedings shall be held at Chennai India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (4) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (5) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian BANK' Association.



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Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

(b) The Bank shall pay the service provider any monies due to the service provider.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

18. APPLICABLE LAW

18.1 The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.



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SECTION VI - ELIGIBILITY CRITERIA

The eligibility criteria for the bidders and the documentary proof to be submitted to establish the eligibility for each criterion are as under:

Sr. No.	Criteria	Documents to be submitted
1.	The bidder should have a minimum turnover of Rs.100 Crore during the last three financial years. The net worth of at least Rs.100 crores should be maintained at all times during the contract period.	Audited financial statements i.e. FY 2018-2019, FY 2019-2020 and FY 2020-2021. Certificate from a Chartered Accountant to confirm that the turnover and profit provided in the audited balance sheets are solely from the business in India. Undertaking letter for maintaining a net worth of at least Rs.100 crores at all times during the contract period.
2.	The bidder should have a minimum fleet size of 300 specifically fabricated cash vans (owned / leased), i.e. Light Commercial Vehicle (LCV) having separate passenger and cash compartments, with a CCTV covering both compartments.	Undertaking letter and documentary evidences, which includes locations-wise details of the vehicles and sample photographs.
3	The bidder shall not be owned or controlled by or related to any director or senior officer or staff of the Bank or their relatives as assigned under Section 2(77) of the Companies Act, 2013 read with Rule No.4 of Companies (Specification of definitions details) Rules, 2014	The Bidder has to submit self-certification to that effect on their letter head.
4	The bidder should be a limited company registered in India as per the Company Act 1956.	Copy of Certificate of Incorporation
5	The bidder should have country wide presence and should be operating in all states and Union Territories where the Bank has installed ATMs.	Bidder to submit copies of work orders for each state as documentary evidence.
6	The bidder should be a profit making company and should have earned Net profit in at least two out three of preceding financial years and operating profit in the other financial year as per the audited financial statements	Audited financial statements i.e. FY 2018-2019, FY 2019-2020 and FY 2020-2021.
7	The bidder should have been in the ATM cash replenishment activities at least for	Copies of contracts executed with customers which are more than three



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	the last 3 years as on date of submission of bid	years old from the date of submission of bids.
8	The bidder should be currently providing ATM Cash Management Services for minimum 1,000 ATMs of at least three scheduled commercial banks or White Label ATM operators in India	Copies of purchase orders issued by the customers and confirmation letters from the same customers for confirming that the services are currently running.
9	The bidder should not have been blacklisted by any PSU bank or Government of India during the last 5 years.	The Bidder has to submit self-certification to that effect on their letter head.
10.	The bidder should sign the Integrity Pact on non-judicial Stamp paper of requisite value, (including witness) as per the format provided in the RFP	Integrity Pact
11.	The bidder should ensure and declare that there are – (a) no legal proceedings pending or threatened against bidder which may adversely affect/may affect the performance under the contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the bidder and its directors and top management executives, by any statutory or regulatory or investigative agencies.	Bidder to submit declaration in this regard duly certified by Statutory Auditor.
12.	The bidder should not have been Blacklisted/ terminated by any Government/ Public sector organization/PSU Bank / IBA / RBI /any regulatory authority during the last five years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, at any point. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke/terminate any contract entered with the service provider and invoke Bank guarantee at its discretion.	Undertaking as per Section VII (17)
13.	Bidder should not be classified as a loan defaulter of any Bank.	Certificate from existing Bankers to be submitted.

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Other Terms and Conditions:

1. The bid should be accompanied by bid security and Integrity Pact.
2. All bids submitted shall also include the copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company etc.
3. Compliance to eligibility criteria should be clearly mentioned in the Qualification Application document (Section VII (6)) by providing appropriate details.

Bids submitted which are not meeting the above criteria, will be liable for rejection. Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the bid summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. INDIAN BANK reserves the right to verify / evaluate the claims made by the bidder independently. Any decision of INDIAN BANK in this regard shall be final, conclusive and binding upon the bidder.



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SECTION VII - BID FORM AND OTHER FORMATS

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SECTION – VII
1. BID FORM

Date: _____

To

The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIInd Floor)
#66, Rajaji Salai, Chennai-600 001
India

Having examined the RFP Documents (Ref:CO/DBD/ATM/2976/R1/2021-22 dated 28.02.2022) including Notice Nos. (insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer ATM Cash Management Services through rate contract for a period of Two years for Indian Bank, in conformity with the said RFP Documents, in accordance with the Schedule of Prices that will be submitted by us during the online reverse auction.

We undertake, if our bid is accepted, to perform the services in accordance with the terms and conditions specified in the RFP.

If our bid is accepted, on receipt of the purchase order from the bank, we will obtain the guarantee of a bank in a sum equivalent to 3% of the contract amount of two years for each ATM, valid for 24 months, with an additional claim period of 6 months, issued by a scheduled commercial bank in India.

We agree to abide by this offer for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with the price bid submitted during online reverse auction and your purchase order, shall constitute a binding contract between us.

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.

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

We hereby confirm that we are not blacklisted by any PSU or any scheduled commercial bank during the last 5 years.

If the contract is awarded to us, we will extend the support for the services offered by us for a period of two years on 24 x 7 basis.

We confirm that we comply with the qualification criteria of the RFP documents and are submitting



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proof of the same and the other documents as per the below checklist:

No	Documents to be submitted	Bidder to mention Page No.
1	Authorization letter for signing the bid documents along with Board resolution in the name of the official issuing authorization letter.	
2	Copy of RFP document with seal & signature on all pages and forms as per section VII format.	
3	Copy of all notices and amendment corrigendum, with seal & signature on all pages.	
4	Bid Security (Earnest Money deposit) as per Section VII (2)	
5	Demand Draft / Online Payment confirmation towards the cost of bid documents. (If not submitted during the pre-bid meeting).	
6	Qualification Application (Section VII (6))	
7	Responses to technical specifications (Section VIII of RFP)	
8	Copies of Certification of incorporation / constitution / legal Status / registration of the bidder. (For Eligibility Criteria 1).	
9	Copy of a purchase order received before 31.03.2019 for ATM Cash Management Services for ATM/BNAs	
10	Audited Financial Statements of last three financial years (2018-19, 2019-20 & 2020-21) (For Eligibility Criteria 1 & 6).	
11	Certificate from a Chartered Accountant to confirm the Operating Profit and net profit from ATM Cash Management business in India during last three financial years (2018-19, 2019-20 & 2020-21) (For Eligibility Criteria 1 & 6).	
12	Undertaking letter and documentary Evidences, which includes location wise details of the vehicles and sample photographs(For Eligibility Criteria 2)	
13	Self-certification on the letter head of the Bidder for eligibility criteria 3	
14	Copies of work orders for each state as documentary evidence for Eligibility Criteria 5	
15	Copies of contracts executed with customers which are more than three years old from the date of submission of bids.(For Eligibility Criteria 7)	
16	Copies of purchase orders issued by the customers and confirmation letters from the same customers for confirming that the services are currently running.(For Eligibility Criteria 8)	
17	Self-certification on the letter head of Bidder for Eligibility Criteria 9.	

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18	Integrity Pact on Non-judicial Stamp Paper of requisite value, (including witness) as per the format provided in Section VII (7)(For Eligibility Criteria 10)	
19	Declaration duly certified by Statutory Auditor for eligibility criteria 11.	
20	Undertaking for Black-listing as per Section VII (18) (For Eligibility Criteria 12).	
21	Certificate from existing Bankers confirming no loan default. (For Eligibility Criteria 13)	

.....

Name and Signature

In the Capacity of.....

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)



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2. BID SECURITY (EARNEST MONEY DEPOSIT)

To,

Date

The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIrd Floor)
#66, Rajaji Salai, Chennai-600 001

Sub: Request for Proposal (RFP) for “Outsourcing ATM Cash Management Activities through rate contract for a period of Two Years”.

Ref: RFP No. CO/DBD/ATM/2976/R1/2021-22 Dated 28.02.2022.

Dear Sir,

Whereas (*hereinafter called “the Bidder”*) is intended to submit their bid for **Outsourcing ATM Cash Management Activities through rate contract for a period of Two Years** (*hereinafter called “the Bid”*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called “the Bank”*), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

The conditions of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will



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note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE:

1. The Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by Bank located in India shall be on a Non-Judicial Stamp Paper of requisite value.



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3. CONTRACT FORM

THIS AGREEMENT made theday of....., 2022 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Service Provider) having its Registered Office at (City and Country of Service Provider) (hereinafter called "the Service Provider") of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Service Provider for the supply of those goods and services in the sum of (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
 - (f) the purchase order,
 - (g) the RFP including Addendum/s & corrigendum/s
3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be supplied / provided by the Service Provider are as under:



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SL. NO	BRIEF DESCRIPTION OF GOODS & SERVICES	ESTIMATED QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL ESTIMATED PRICE

TOTAL VALUE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said..... (For Indian Bank)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Service Provider)

in the presence of:.....



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4. PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date:

To : Indian Bank,

Zonal Office.....

WHEREAS (Name of Service Provider) hereinafter called "the Service Provider") has undertaken, in pursuance of RFP No dated,..... 2022. to provide ATM cash management services through rate contract for a period of two years (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a reputed bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE (Name of the Bank) hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

Date.....2022

Address:.....

.....

NOTE:

1. Service Providers should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantees issued by Bank located in India shall be on a Non-Judicial Stamp Paper of requisite value



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5. PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 5 YEARS)

Order placed by Name of purchaser	Order No. and Date	Description and Quantity of the services ordered	Value of Order	Current status of the contract (write Y/N)		Remarks indicating reasons for termination of services, if any
				In-force	Terminated / expired	

Date:

Signature and Seal of the Bidder



6. QUALIFICATION APPLICATION

Details given in this form must be accompanied by documentary evidence to facilitate verification. Documents given with the Eligibility Criteria need not be given again.

All the bidders submitting their bids against this bid must submit the qualification application along with the information in the following formats together with the relevant documentation:

1. Name and address of Bidder:
2. Annual turnover of the bidder from business in India:
 - (a) For FY 2018-19:
 - (b) For FY 2019-20:
 - (c) For FY 2020-21:
3. Date of commencement of business in India:
4. Details of purchase order received before 31.03.2019 for ATM Cash Management Services for ATM/BNAs:
 - (a) Client's Name:
 - (b) PO date:
 - (c) Scope of services:
5. Profit of the bidder from business in India (Auditor certificate to be enclosed):
 - (a) For FY 2018-19:
 - (b) For FY 2019-20:
 - (c) For FY 2020-21:
6. Details of purchase orders issued by at least three scheduled commercial banks or White Label ATM Operators in India

Client's Name				
PO date				
Certificate Date				
No. of ATM/BNAs				

7. Details of bid security submitted:
 - (d) Bank's name:
 - (e) Date of issuance:
 - (f) Amount:
 - (g) Valid up to:



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8. Details minimum fleet size of 300 specifically fabricated cash vans along with location details and sample photographs

Signature & Seal of the Bidder



7. INTEGRITY PACT

INTEGRITY PACT

Between

Indian Bank hereinafter referred to as “The Bank”

and

..... Hereinafter referred to as “The Bidder/Contractor”

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for outsourcing ATM cash management activities through rate contract. The Bank 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 Bidders(s) and / or Contractor(s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the RFP process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Bank, personally or through family members, will in connection with the RFP for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Bank will, during the RFP process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the RFP process or the contract execution.
 - c) The Bank will exclude from the process all known prejudiced persons.
2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/Contractor(s)

- 1 The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the RFP process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank’s employees involved in the RFP process or the execution of the



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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 of any kind whatsoever during the RFP process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical bids and business details, including information contained or transmitted electronically.
 - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2 The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from RFP process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the RFP process.

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the RFP process prior to the award according to Section 3, the Bank may blacklist the Bidder for a period of Three year.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.



Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the RFP process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the RFP process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the RFP process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

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

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



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2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

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



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Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----





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CO: DIGITAL BANKING DIVISION
NO 66 RAJAJI SALAI
CHENNAI 600001
28/02/2022

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----



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8. FORMAT FOR PRE-BID QUERIES

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested

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9. Non-Disclosure Agreement

THIS AGREEMENT made and entered into at _____ on this the _____ day of _____, 2022 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014, hereinafter called the “**Bank**” which term shall wherever the context so require includes its successors and assigns

AND

M/s. _____ Limited a company registered under the Companies Act having its registered office at _____ hereinafter called the “**service provider**” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and have been procuring computer systems,

M/s. _____ Limited has been engaged in the business of Supplying, Printing, Personalization of _____

The Bank and Service Provider have established a business relationship by entering into contract dated ___/___/___ for _____ (nature of services) and in course of the performance of the contract _____. it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records. Receiving party may use the information solely for and in connection with the performance of the above contract.

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto. The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if



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the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement. Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- a) Is already known to the Receiving party at the time of the disclosure without any obligation of confidentiality
- b) Is or becomes publicly known through no unauthorized act of the Receiving party
- c) Is rightfully received from a third party without restriction and without breach of this agreement
- d) Is independently developed by the Receiving party without use of the other party's confidential information and is so documented
- e) Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- f) Is approved for release by written authorization of the disclosing party; or
- g) Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the 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, note or modules thereof.

Notwithstanding anything contained herein, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights



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Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supercedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.

Submitting to arbitration may be considered as additional remedy and its does not preclude the parties to seek redressal/other legal recourse.

11. Jurisdiction



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The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

12. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

13. Indemnity

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”

Signed, Sealed and Delivered by the
said _____ (For Indian Bank)

in the presence of:

1. _____

2. _____

Signed, Sealed and Delivered by the
said _____ (For the Service Provider)

in the presence of:

1. _____

2. _____



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10. UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,
The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIrd Floor)
#66, Rajaji Salai, Chennai-600 001

Date

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of INDIAN BANK, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office 254-260, Avvai Shanmugam Salai, Royapettah, Chennai (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP No. CO/DBD/ATM/2976/R1/2021-22 Date:28.02.2022, including all forms/annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. CO/DBD/ATM/2976/R1/2021-22 Date:28.02.2022 including all forms/ annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the forms/ annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in

consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this _____ day of _____, 2022.

Place:

For M/s. Seal and Signature(s) of the Authorized Signatory (s)



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**11. UNDERTAKING LETTER ON THE SELECTED BIDDER'S LETTERHEAD FOR CENTRAL
MINIMUM WAGES ACT & LABOUR LAWS**

To,
The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (11rd Floor)
#66, Rajaji Salai, Chennai-600 001
India

Date

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Further to our bid in response to the RFP for "Outsourcing ATM Cash Management Activities through rate contract with Cash replenishment agencies (CRAs) identified through open tender for a period of Two Years" (RFP Ref No. CO/DBD/ATM/2976/R1/2021-22 Date: 28.02.2022 herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages /salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

Place:

Date:



Ref: CO/DBD/ATM/2976/R1/2021-22

12. UNDERTAKING LETTER ON THE BIDDER'S LETTERHEAD FOR GST LAW

To,

Date

The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (II n d Floor)
#66, Rajaji Salai, Chennai-600 001
India

Dear Sir,

Sub: RFP for Outsourcing ATM Cash Management Activities through rate contract for a period of Two Years

(RFP Ref No. CO/DBD/ATM/2976/R1/2021-22 Date: 28.02.2022)

Further to our bid in response to the Request for Proposal (Bank's RFP No CO/DBD/ATM/2976/R1/2021-22 Date: 28.02.2022) hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:



Ref: CO/DBD/ATM/2976/R1/2021-22

13. CERTIFICATE FOR LOCAL CONTENT

To,

Date

The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIInd Floor)
#66, Rajaji Salai, Chennai-600 001
India

Dear Sir,

Sub: RFP for “Outsourcing ATM Cash Management Activities through rate contract for a period of two Years”

(RFP Ref No. CO/DBD/ATM/2976/R1/2021-22 Date: 28.02.2022)

This is to certify that the complete proposed services are having the local content of _____ % as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

Sl. No	Make and Model	Name of Place

This certificate is submitted in reference to the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020, and Sept 16, 2020), clarification dated 04.03.2021 and other notice and clarifications.

For & on behalf of

Signature and seal of the statutory auditor or cost auditor of the company

Official Seal

Date:



Ref: CO/DBD/ATM/2976/R1/2021-22

**14. DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES
A LAND BORDER WITH INDIA**

**(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS
LETTER HEAD)**

To,

Date

The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIInd Floor)
#66, Rajaji Salai, Chennai-600 001
India

Dear Sir,

**Sub: RFP for “Outsourcing ATM Cash Management Activities through rate contract for a
period of Two Years”**

(RFP Ref No. CO/DBD/ATM/2976/R1/2021-22 Date: 28.02.2022)

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M.No.F.No.6/18/2019-PPD dated 23.07.2020; We certify that << name of the bidder>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

Yours Faithfully,

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Ref: CO/DBD/ATM/2976/R1/2021-22

15. COMPLIANCE CERTIFICATE FOR NOT USING PRODUCT OF ANY BANNED COMPANY.

To,

Date

The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (II n d Floor)
#66, Rajaji Salai, Chennai-600 001
India

Dear Sir,

Sub: RFP for Outsourcing ATM Cash Management Activities through rate contract for a period of Two Years

(RFP Ref No. CO/DBD/ATM/2976/R1/2021-22 Date: 28.02.2022)

We undertake that for the ATM cash management services offered to the Indian Bank in response to the Request for Proposal for Outsourcing ATM Cash Management Activities through rate contract for a period of two years in response to Indian Bank's Request for Proposal (RFP) Ref. No. : _____ dated _____, we M/s _____ do not use any goods or services which have been banned by any regulatory authority/UIDAI/NPCI etc in India

If it is found later that usage of any component which has been banned by any regulatory authority/UIDAI/NPCI etc, the Bank has the right to terminate the contract with us and may recommend to IBA for blacklisting us from participating in any IBA member bank's tender."

SIGNATURE

(Name & Designation)

(seal of the firm)



Ref: CO/DBD/ATM/2976/R1/2021-22

16. DECLARATION FOR MSE BENEFITS

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To,
The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIInd Floor)
#66, Rajaji Salai, Chennai-600 001
India

Sub: Request for Proposal for Outsourcing ATM Cash Management Activities through rate contract for a period of two Years

Ref: Your RFP No. CO/DBD/ATM/2976/R1/2021-22 Date: 28.02.2022.

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/DBD/ATM/2976/R1/2021-22 dated 28.02.2022 floated for Outsourcing ATM Cash Management Activities through rate contract for a period of Two years. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- i. Issue of Tender Documents to MSEs free of Cost
- ii. Submitting of Tender Document by MSE without Bid Security (Earnest Money Deposit)

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp



Ref: CO/DBD/ATM/2976/R1/2021-22

17. SELF DECLARATION – BLACKLISTING

To,
The Assistant General Manager (DBD)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIInd Floor)
#66, Rajaji Salai, Chennai-600 001
India

Dear Sir,

Sub: Request for Proposal for Outsourcing ATM Cash Management Activities through rate contract for a period of two Years

Ref: Your RFP No. CO/DBD/ATM/2976/R1/2021-22 Date: 28.02.2022.

We hereby certify that, we have not been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions and not have been insolvent / bankrupt on the date.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



Ref: CO/DBD/ATM/2976/R1/2021-22

18. Service Provider Agreement

Special
Adhesive
Stamp as on
Indemnity

This MEMORANDUM OF AGREEMENT entered into aton this the.....day of20.. BETWEEN Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at 66, Rajaji Salai Chennai 600001 and Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014 and havingoffice at... hereinafter referred to as BANK which term shall wherever the context so requires include its successors and assigns AND M/s having its office at... hereinafter referred to as SERVICE PROVIDER which term shall wherever the context so requires include its successors and assigns Witnesseth:

The Bank and the Service Provider are hereinafter referred individually as a "Party" and collectively as "Parties".

The term "Bank" shall also include its Affiliates, Associates, Subsidiaries, Holding Company and/or promoters.

WHEREAS:

- A. The Bank is carrying on business of banking and is interested in outsourcing the work of
- B. The Service Provider offered to take up the work ofon a principal to principal and on non-exclusive basis;
- C. The Service Provider has represented to the Bank that the Service Provider has the necessary infrastructure, skill, experience, resources and trained personnel to enable the Service Provider to assist the Bank..... and to perform such other activities which shall include, but not be limited toand such other allied acts as may be necessary for enabling the Service Provider to fulfil its obligations as contemplated in this Agreement;
- D. Relying upon the aforesaid representations and assurances of the Service Provider, and believing the same to be true, the Bank has vide its letter dated... appointed the Service Provider on certain terms and conditions and the same has been accepted by the Service Provider.

Now therefore, in consideration of the above premises and mutual covenants contained hereinabove, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:



ARTICLE 1 Definitions and Interpretations

1.1 **Definitions:** In this Agreement the following expressions shall have the meaning hereinafter assigned to them:

1.1.1 “*Activities*” means theActivities or such other activities, which is added to, or deleted from the scope of the Activities to be carried out by the Service Provider in terms of this Agreement, by mutual agreement between the parties hereto.

1.1.2 “*Agreement*” means this Agreement and any amendments or modification made thereto in accordance with the provisions of this Agreement.

1.1.3 “*Customer(s)*” means the customer(s) of the Bank.

1.1.4 “*Laws or Law*” shall mean and include laws, treaties, ordinances, judgements, decrees, injunctions, writs, orders and stipulations of any court, arbitrator or governmental agency or authority and statutes, rules, regulations, orders and interpretations thereof of any national, state, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Parties.

1.1.5 “*Products*” shall include but not be limited to providing financial assistance in terms of the financing schemes prepared by the Bank from time to time in respect of consumer durable goods and/or motor vehicles, personal loans, finance for two wheelers, housing loans and such other products, as the Bank may from time to time intimate to the Service Provider for carrying out of the Activities by the Service Provider to the Bank during the Term of this Agreement.

1.1.6 “.....*Activity*” means those activities as mentioned in Annexure II.

1.1.7 “*Personnel*” shall mean trained and qualified employees of the Service Provider under the supervision and control of the Service Provider for discharging the responsibilities and performing such Activities for and on behalf of the Service Provider as assigned to them by the Service Provider, which includes the supervision of the Activities undertaken by the Personnel.

1.1.8 “*Services*” means the activities or such other service which is added to the scope of the Services to be provided by the Service Provider to the Bank in terms of this Agreement, as mutually agreed to by the Service Provider and the Bank from time to time

1.2 Interpretations

1.2.1 Reference to any statute or statutory provision shall include a reference to that statute or statutory provision for the time being in force and also to amendment, extension, modification, re- enactment or repeal thereof.

1.2.2 References to Clauses and Articles shall be to Clauses and Articles of this Agreement.

1.2.3 Headings in this Agreement are for convenience of reference only and shall not govern or affect the construction or interpretation of the text of the clauses of this Agreement. Any ‘Explanation’ is to be treated as an integral part of this Agreement.

1.2.4 Words importing singular shall include the plural and vice versa, and words importing the male sex shall include for its purposes the female sex and vice versa.

ARTICLE 2 This Agreement shall commence from and shall continue for a term of

.....months initially ("Term"), unless otherwise terminated in accordance with ARTICLE 7.

ARTICLE 3 Appointment of the Service Provider:

3.1 Subject to the terms and conditions contained in this Agreement and in the letter dated... Of the Bank and the consideration as agreed to the Service Provider shall provide Activity on a non-exclusive and principal-to-principal basis and in its capacity as an independent Service Provider.

3.2 The Service Provider shall be responsible to undertake the Activities, functions, responsibilities and duties as provided herein this Agreement and in accordance with Annexure II of this Agreement.

3.3 Notwithstanding anything contained in this Agreement, nothing shall restrict the right of Bank to do theactivities on its own or to appoint any other Service Provider in relation to such activity of the Bank and to carry on such similar Activities on similar or on any other terms and conditions as Bank may deem fit and proper, which may be at variance with the terms and conditions contained herein.

ARTICLE 4 Activities to be undertaken by the service provider

4.1 The Service Provider shall, at its sole discretion, risk and liability, employ on its rolls such number of Personnel and provide and depute such number of suitable and qualified Personnel/Executives to carry on theActivities for and on behalf of the Service Provider, undertaken by the Service Provider in this Agreement.

4.2 The Service Provider shall carry out the Activities as per the time schedule, as is communicated to the Service Provider by the Bank from time to time.

4.3 The Personnel of the Service Provider shall always remain under the employment, supervision and control of the Service Provider and provide such services as may be agreed between the Service Provider and the Personnel. The contract is between the employee and the Service Provider and no way connected to the Bank

4.4 The Service Provider shall pay all wages, salaries, employee payments of any kind including terminal benefits which shall include notice salary, retrenchment compensation, bonuses, leave salaries, provident fund, employees state insurance contributions, and other contributions to the Personnel directly and the Bank shall not be liable in this regard to the Service Provider or the Personnel in any manner whatsoever. In respect of the Personnel hired by the Service Provider, the Service Provider shall comply with all the statutory responsibilities and obligations as prescribed under the relevant rules and statutes for the time being in force and ensure that no nexus, either direct or indirect, shall be established between the Personnel and the Bank which may lead to any presumption or conclusion to the effect that the Personnel may be treated as the employees of the Company.

4.5 The Service Provider hereby agrees, accepts, acknowledges and undertakes that at no point of time, either the Service Provider or any of the Personnel shall make any representation or statement that may lead to any presumptions that the Service Provider or any of the Personnel of the Service Provider are the employees of the Bank. The identity cards, badge, letter heads and other similar things used by the Service Provider and/or the Personnel in the ordinary



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course of business of the Service Provider shall clearly depict without any ambiguity the existence of the separate entity of the Service Provider from the Bank.

- 4.6 Without prejudice to whatsoever has been agreed to in clause 3.2 hereinabove the Service Provider shall at its own cost, obtain for itself, and renew in accordance with applicable laws, requisitelicences, registrations, permissions, etc. including those under the Contract Labour (Abolition and Regulation) Act, 1970, and submit such returns, papers or documents to any government or local authority as may be required by Law to be obtained or submitted. All taxes, fees, charges and other outgoings incurred or to be incurred under any Laws shall be at the complete cost and responsibility of the Service Provider except Service Tax or any other similar tax or levy imposed by State or Central Government on the type of services rendered by the Service Provider to the Company, present or future. Any loss caused, penalty imposed or legal obligation created on account of the failure to adhere to any Laws in regard to submission of such returns as may be required, shall be borne by the Service Provider and the Bank shall not be liable for any damages or cost, penalty or payments in this regard.
- 4.7 The Service Provider shall independently exercise powers and functions of supervision and control over all its personnel solely and exclusively through managers/supervisors employed by the Service Provider itself, which managers/supervisors shall be employed by the Service Provider in adequate number/numbers for in the designated Premises to enable the Service Provider to discharge its obligations under this Agreement.

□ Explanation:

The powers and functions of supervision and control mentioned in this clause 4.7 shall include all possible powers and functions exercised by employer vis-à-vis employee including but not limited to all instructions including those related to overtime of special functions/tasks, assignment of duties, dealing with leave requirements, all issues related to all payments including payment of wages, overtime, bonus, gratuities, advances/loans, and disciplinary proceedings/action including but not limited to termination of services.

- 4.8 The Service Provider shall not have any authority to and shall not enter into any agreement(s) on behalf of the Bank, draw, accept, or endorse any bill of or on behalf of the Bank or use the name or logo of the Bank.
- 4.9 The Service Provider shall not modify or alter the Bank's Products in any manner whatsoever without the prior written consent of the Bank.
- 4.10 The Service Provider shall not directly or indirectly pay, offer or authorise payment for anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organisation contrary to applicable laws. Further the Service Provider in order to maintain and enhance the goodwill and the Brand Equity associated with the Bank's name, trade name, logos that the Bank shall allow the Service Provider to use in terms of the stipulations provided herein the Service Provider hereby agrees, accepts, acknowledges and undertakes to abide by principles of business integrity.
- 4.11 The Service Provider undertakes that no unfair, monopolistic or restrictive trade practices, or unfair labour practices as defined under applicable law will be adopted and it shall not collude / communicate with any of the competitors of Bank to fix prices for Product / goods



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or Activities for any purpose whatsoever.

- 4.12 The Service Provider shall avoid any conflict of interest with the Bank, and also undertakes that each and every person who is an employee, agent, consultant, or representative of Service Provider, will avoid any conflict of interest with the Bank, and if any person, including any of those mentioned above, is in any way, connected with the performance of obligation under this Agreement, then such person will also take care to ensure avoidance of conflict of interest with the Bank and misuse of the Bank resources, in each and every act done by the Service Provider.
- 4.13 The Service Provider shall allow the Bank or its representatives to enter the Premises at all times, without any notice, for overseeing the Activities and physical verification of all records, employee related or otherwise which are maintained by the Service Provider in connection with the Activities undertaken by the Service Provider under this Agreement. This inspection shall not be construed as the statutory/internal audit of the Service Provider as may be required under any law.
- 4.14 The Service Provider hereby agrees that all the necessary information, files documents, necessary papers etc. shall be sent by the Service Provider through such Courier-Service that has been approved by the Bank and duly intimated to the Service Provider from time to time, the cost of which shall be reimbursed by the Bank to the Service Provider.

Other Terms and Conditions for Movement of Cash

- 4.15.1 The Service Provider has to provide the crew (including driver) as per annexure III, irrespective of the amount involved in the remittance. The crew should be medically fit, mentally sound and possess good physique and not be suffering from any contagious/major diseases.
- 4.15.2 The Service Provider shall provide prescribed uniform with proper Photo Identity Card, name tab, and whistle etc., to all the members of the crew. The Service Provider's name should be embossed on the uniform.
- 4.15.3 The service provider has to submit full particulars of the employee's viz., name, photos, identification marks, contact Phone numbers, and specimen signature, present and permanent address and thumb impressions of all the members of the crew members who will be attending the duties of the agency. Police verification of the employees engaged by the Service Provider must be done and furnished to the Bank. These employees must not be changed without prior intimation.
- 4.15.4 The Service provider should ensure that the crew will report the Branch Manager / Officer-in-charge and will function under his directions. The Service Provider or their crew shall not request/demand additional amount/ charges for the services rendered except the agreed amount.
- 4.15.5 The Service Provider has to indemnify the bank of all the works/ actions done by their crew. In case of any unfortunate injury sustained by the crew (including driver) of whatsoever nature (minor/major/fatal including death) the responsibility of making compensation if any, on the account will be that of the service provider. In this regard, any costs or expenditure made/ incurred by the bank will be reimbursed by the Service provider.



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- 4.15.6 Those personnel who were not covered in the list provided by the agency should not have any access to the cash while the cash is in transit. The crew members should not consume any alcohol/intoxicants or smoke while on duty.
- 4.15.7 The Service Provider has to maintain the movements register of all the employees. One copy of movement register along with the authorisation slip mentioning the particulars of the persons/crew deputed to the bank on each occasion should be sent to the Bank to enable the Branch Manager/Officer in charge of Currency Chest to match the details of the crew with the details given by the agency and also to ascertain the authenticity before entrusting the assignment to them.
- 4.15.8 Service provider has to provide the vehicle as per the specifications given below:
- (a) The Vehicle should have proper registration with the RTO and be road worthy. The specially built cash van should not appear to be a cash van to easily draw the attention of perpetrators of crime. The external appearance of the vehicle should merge with the average appearance of the vehicles plying on the road. Its external look should be inconspicuous while internally cash van paraphernalia should be incorporated.
 - (b) The cash van should be provided with separate grills, partition door to keep cash boxes and should have appropriate fittings, so that the cash container can be secured to the vehicle. There should be a steel ring fixed to the frame through which a strong chain can be passed and then passing through the handle of the container and secured with a snap padlock.
 - (c) The doors of the vehicle must be capable of being locked from inside. An audible alarm, which automatically gets activated when tampered with, should be fitted to the vehicle.
 - (d) The service provider should arrange for any other changes to the vehicle as per the stipulations of the Bank as well as Reserve Bank of India regulations applicable from time to time to the cash handling.
- 4.15.9 The service provider shall undertake all expenses and while plying vehicle on the road including insurance premium, motor vehicle tax, other taxes, fitness certificate and any expenses incurred on account of violation of Motor Vehicles Act. This should be under the sole risk and responsibility of the Service Provider.
- 4.15.10 The service provider has to maintain logbook for the cash vehicles maintained by him and it should be kept in the vehicle
- 4.15.11 The movements of cash in vans should always be done during the daytime. If there is any breakdown of the van, it should be notified to the nearest branch and arrangement for movement of cash held in the vehicle got stuck through another vehicle should be made. The police authorities should be approached for protection, if necessary and the van should be moved into a safe place nearby.
- 4.15.12 The driver should have a valid license to drive the vehicle. The driver of the vehicle should always remain in the driver's seat when the cash is handled by the other members of the crew.
- 4.15.13 No unauthorised person, i.e., one who is not an authorised employee of the bank/ service

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provider or an employee not officially detailed on remittance duty, should be allowed to enter or to take a lift in the vehicle.

- 4.15.14 The driver and the escort must be on their guard against fake accidents, bogus police officials and unexpected traffic diversions, roadblocks and suspicious vehicles following the cash van. If the vehicle has to halt for some genuine reason, no conversation should be entered into with unknown persons. Doors and windows should not be opened. 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 the intermediary places.
- 4.15.15 A burglar alarm should be provided in the cash van. Additional security measures like Global Positioning System based Tracking devices should be installed. Officer-in-Charge Currency chest should be able to monitor the location of the cash van from the Currency chest.
- 4.15.16 Guards should not be used as carriers of cash. All remittances irrespective of the minimum amount of cash carried should be escorted by at least two armed guards. One of whom should sit along with the driver and the other in the rear, where the cash container is kept. Depending upon the nature of arms, license to use the arms should be obtained. They should remain alert with their weapon, which should be kept loaded as long as it is used for protection of the Bank's assets. The amount of cash in transit at any point of time should not exceed Rs.200 lakhs.
- 4.15.17 The risk factor of the cash movement should be entirely on the service provider.

ARTICLE 5 Fees, Expenses and Remuneration

- 5.1 The Bank agrees that charges more specifically mentioned in Annexure shall be paid directly to the Service Provider on a [monthly basis] by the Bank after invoices of the same have been raised by the Service Provider on the last day of the month within a period of 15 days from the receipt of such invoice by the Bank subject to deductions of applicable taxes/levies.

ARTICLE 6 Terminations

- 6.1 The Bank, without prejudice to any other remedy for breach of contract, by 90 days written notice of default sent to the Service Provider, may terminate this Contract in whole or in part.
- a) if the Service Provider fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
 - b) if the Service Provider fails to perform any other obligation(s) under the Contract.
 - c) If the Service Provider, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



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- d) In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing, the Bank shall reject such offers and forfeit EMD paid by them along with their offers.

For the purpose of this clause

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service Provider shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

ARTICLE 7 Consequences of Termination

- 7.1 Without prejudice to all other rights and remedies available to Bank, in the event of the expiry or prior termination of the Agreement as aforesaid, the Service Provider shall unless otherwise agreed upon in writing, do the following forthwith;
- Cease to use the IPR or any insignia on any stationery, letterhead, document, nameplate, neon-signs, furniture, and representation or in any other manner;
 - Destroy or return to the Bank all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature
 - Immediately repay all amounts owing to the Bank including advance if any paid by the Bank for and on behalf of the Service Provider as per the Bank's books, regardless of whether or not such amounts have become due, but subject to deduction of dues from the Bank to the Service Provider.
 - Cease to represent Bank or source business for Bank, in any manner whatsoever.
 - Return all the records, files and documents relating to this Agreement whether in the form of hardbound, loose leaf or in any electronic medium to the Bank.
 - Allow representatives of the Bank at all times to remove all the data (physical or otherwise), and other assets belonging to Bank without restrictions, objections, harm or obstructions of any nature whatsoever
 - Withdraw all its personnel from the Premises as per the instructions of the Bank in this regard.
 - Ensure that all personnel, who are deputed to perform the Services in the Premises, return all Bank identity/visiting cards available in their possession;



ARTICLE 8 Confidentiality

8.1 It is hereby agreed by and between the Parties hereto that all information with respect to the business and operations of Bank, Services, its credit policies, its database shall be kept strictly confidential by the Service Provider and its directors and employees and the same shall not be disclosed or revealed except with the prior written permission of Bank, to third parties or otherwise be used, except in connection with this Agreement and the performance of its duties and obligations there under, except for disclosures required by any law or required to be made to Governmental agencies. All such data compiled by the Service Provider shall be the exclusive property of Bank and the Service Provider shall not have any rights over the data whatsoever.

8.1.1 Both parties shall keep confidential all information of the other party, which it receives, which by their nature is confidential or proprietary with the same degree of care, as it would treat its own confidential information.

(As used herein, the term "Confidential Information" means any information, including but not limited to, Bank's policies, the Activities, Products including the development of the Products, its credit policies information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party, its employees or its representatives receiving such information.)

8.2 At all times, the Service Provider shall abide by all applicable Bank's security rules, policies, standards, guidelines and procedures. The Service Provider agrees that before any of its employees or agents may be given access to the Confidential Information, each such employee and agent shall agree to be bound by the term of this Agreement and such rules, policies, standards, guidelines and procedures by its personnel or agents. The Service Provider, its Personnel and the agents of the Service Provider will continue to hold in confidence all Confidential Information, which obligation shall survive any expiration or termination of this Agreement. In the event Service Provider breaches this Agreement, Bank shall be entitled to seek temporary and permanent injunctive relief against Service Provider including actual damages, which Bank shall have incurred as a consequence of the breach.

8.3 The parties agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement, any amendment hereof, and any Exhibit, Annexure(s), Attachment or Appendix hereof.

ARTICLE 9 Force Majeure

9.1 The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

9.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events

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may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

9.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

ARTICLE 10 Non- Waiver

10.1 The Bank and the Service Provider mutually agree that in performing any act under this Agreement, time shall be of the essence and that the failure of either party to exercise any right or remedy shall not be deemed a waiver of any of the obligations of the other party or any right or remedy of either party.

ARTICLE 11 Representations and Warranties

11.1 The Service Provider hereby represents that it has the authority, skill, experience and each of the Personnel deputed by it to deliver under this agreement is well trained & qualified to render designated activities hereunder and shall do so in an ethical and bona fide manner and in compliance with all applicable laws and policies.

11.2 The Service Provider is duly organized, validly existing, and in good standing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement and execution of this Agreement or consummation of the transaction contemplated hereby will not:

- a) Violate, conflict with or result in the breach of any of the terms or conditions of or give any other contracting party the right to terminate or constitute default under any material instrument, contract or agreement. or
- b) require the approval or consent of any central, state, local or other governmental or regulatory body or any other person.

11.3 The Service Provider has obtained/shall obtain all necessary licences, permissions, registrations (as applicable) for all its office locations and Professional Tax registration. In addition the Service Provider shall make necessary nominations under the Payment of Gratuity Act, Employees Provident Fund and Miscellaneous Provisions Act, Employee State Insurance Act, Contract Labour (Regulation and Abolition) Act, etc for all the Personnel with the necessary authorities.

11.4 The Service Provider hereby represents and warrants that the information submitted by the Service Provider to the Bank either in the form of representations are true and complete and that there is no material fact that has not been disclosed to the Bank which may have the adverse impact on the decision of the Bank to enter into this Agreement with the Service Provider.

11.5 The Service Provider undertakes not to entertain any application from persons where



the Service Provider or its employees or personnel engaged by the Service Provider is/are interested and such applications shall be returned to the bank for doing the needful.

ARTICLE 12 Indemnifications

12.1 The Service Provider undertakes to indemnify and keep Bank and its officers/employees fully indemnified and harmless from and against all the consequences of any action leading to breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "Claims") faced, suffered or incurred by the Bank. The Service Provider hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the Personnel and/or any false representations and warranties of the Service Provider, including, but not limited to:

- (i) Any breach, non-performance or inadequate performance by the selected service provider of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties, under this RFP or subsequent agreement;
- (ii) The acts, errors, representations, misrepresentations, wilful misconduct or negligence of the selected service provider, its employees/agents in performance of its obligations under this RFP or subsequent agreement; or
- (iii) Any deficiency in the services of the selected service provider or
- (iv) Violation of any applicable laws by the service provider, its agents, employees, representatives etc.
- (v) Infringement of any patent, trade-marks, copyrights, hardware, software, application, utilities etc. used by the selected bidder and its employee / agent for providing services. If at the time of service provider providing the services in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, service provider shall indemnify the Bank and keep it indemnified in that behalf.
- (vi) In the event of selected service provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the rights to recover the amounts due to it under this provision from any amount payable to the selected service provider.
- (vii) Any loss of cash due to theft, dacoity, or fraud, during the transit of cash or from the vault of successful bidder(s), or from the ATM through opening the safe door.

12.2 Similarly, in the event of any claims being made on Bank, on account of any breach of

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warranty, representations, non-compliance of any applicable law, unauthorised act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the Service Provider, its employees, officers, agents the Service Provider undertakes to pay on first demand made by Bank of any amount on this account without any demur, reservation, contest, protest whatsoever within 7 working days of the demand being made. Bank may at its option settle any or all Claims made on it and recover the amount so paid from the Service Provider and/or make deductions from the amount payable by Bank to Service Provider.

12.3 The Service Provider hereby agrees, acknowledges and undertakes that the Service Provider shall be responsible and shall take all necessary steps to ensure that the Bank, directors, employees, officers and associates of the Bank are not put into any inconvenience from police, officials of any government, semi-government, judicial or quasi-judicial authorities on account of any non-compliance of any applicable law, unauthorised act, fraud, deed or thing done or omitted to be done or undertaking made by the Service Provider, its personnel including employees, officers, agents.

12.4 The Service Provider hereby authorises Bank to make deductions to any sum, being the loss or damage suffered by it on account of any default or breach committed by the Service Provider or its employees, agents, representatives, as mentioned hereinabove or hereinafter, provided always that the amount of loss or damage suffered shall be arrived at after mutual consultation and Agreement between both the parties.

12.5 The Service Provider shall not set up defence or claim in any suit, plaint, petition, complaint, written statement, application to the effect that the Personnel engaged by the Service Provider are the employees of Bank.

ARTICLE 13 Construction and Amendments

13.1 This Agreement sets forth the entire Agreement and understanding among the Parties with respect to the subject matter hereof and merges all discussions and negotiations among them, and none of the Parties shall be bound by any conditions, understandings or representations with respect to such subject matter other than those expressly provided therein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorised officer of the Party to be bound thereby.

13.2 This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

ARTICLE 14 Counterparts

14.1 This Agreement shall be executed simultaneously in two (2) or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one (1) instrument.



ARTICLE 15 Assignments

15.1 Neither party shall assign wholly or partially any of their rights or obligations under this agreement without the written consent of the other party

ARTICLE 16 Independent parties

16.1 The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party. It is expressly agreed by the Parties that Bank shall not be liable or responsible in any manner nor be liable to pay any monetary compensation in the event of the death of, or in the event of any injury sustained by any employee, agent, representative or Personnel of the Service Provider during performance of their functions or rendering services under this Agreement.

16.2 The Service Provider shall ensure that all visiting cards of the Personnel, billboards, hoardings, name plates, insignia and others similar things mention the name/entity of the Service Provider clearly, to the bank, and that all identity cards issued by the Service Provider to the Personnel clearly display the name/entity of the Service Provider and the designation or work profile/nature of work of the relevant personnel in the business entity of the Service Provider.

16.3 All communications from the Service Provider to any party must necessarily carry/show the name/entity of the Service Provider only and not mention the name of Bank except to the extent required to carry out the work entrusted under this agreement.

ARTICLE 17 Representations on authority

17.1 Each signatory to this Agreement represents and warrants that he is duly authorised by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals including the requisite Board resolutions and procedures necessary for vesting such authority in him have been duly obtained and complied with.

ARTICLE 18 Partial invalidity

18.1 It is expressly agreed and declared that if, for any reason whatsoever at any time after execution hereof, any Court of competent jurisdiction or arbitrators holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the

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illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality, validity and enforceability of any other provisions of this Agreement.

ARTICLE 19 Governing law

This Agreement shall be governed by and construed in accordance with the laws of India.

ARTICLE 20 Jurisdictions

This agreement shall be subject to the exclusive jurisdiction of the Courts at CHENNAI.

ARTICLE 21 Non-exclusives

Service Provider agree and understand that this agreement shall not restrict or prohibit bank from entering into similar arrangement with anybody of its choice nor doing such processing work on its own.

ARTICLE 22 Notices

All notices and other communications in respect of this Agreement shall be given in writing in English by registered airmail, postage prepaid, or by telex or facsimile to the Party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose:

(a) In the case of a notice to Bank at:

Address: _____,

_____.

(b) In the case of a notice to the Service Provider at:

Address: _____,

_____.

or such other address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Clause.

ARTICLE 23 Compliance with laws

23.1 At all times Service Provider shall keep itself fully informed of applicable laws, in relation to carrying out designated Activities including procurement and renewal of licenses, permits, and certificates and payment of taxes where required.

23.2 The Service Provider shall ensure to register, obtain and renew in accordance with requirement/law, licenses (as applicable) and comply with the provisions and requirements of the relevant Labour Laws including but not limited to Minimum Wages Act, Provident Fund Act, Employees State Insurance Act etc. and other applicable statutory enactments including but not limited to the Tamil Nadu Shops and Establishment Act, for all its office



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locations (which office locations, as well as any other addresses of the Service Provider shall be maintained by the Service Provider independent of and in addition to the offices of the Bank), and carry out the designated Activities in full compliance with all laws, ordinances, regulations, rules and order of the land. The Service Provider shall ensure that it has its own independent registrations and employer codenumbers under the Provident Fund Act and the Employees State Insurance Act.

ARTICLE 24 Arbitration clause

24.1 In the event of any dispute or difference relating to interpretation and application of provision of the Contract and all disputes /claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties hereto or the respective representatives touching the constructions/application of any provision/clause hereto or any account or liability between the parties hereto or as to any act or deed or omission of any party hereto, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian Arbitration and Conciliation Act, 1996.

24.2 The Parties concerned shall designate an arbitrator on mutual consent/consensus. In the event of no consensus being arrived, an Arbitral Tribunal shall be constituted comprising three Arbitrators, each party appointing one arbitrator and a third arbitrator to be appointed by the two arbitrators so appointed by the parties. The venue of the arbitration shall be exclusively either at the Bank's Head Office or mutually agreed place and any award passed by the arbitrator or the arbitral Tribunal shall be final, conclusive and binding upon the parties and shall be deemed to have been made between the parties. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

Notwithstanding anything contained in this agreement the decision of the Bank will be final and binding on the Service Provider in case of any discrepancies

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorised representatives as of the date first above written.





CO: DIGITAL BANKING DIVISION
NO 66 RAJAJI SALAI
CHENNAI 600001
28/02/2022

Ref: CO/DBD/ATM/2976/R1/2021-22

SIGNED, SEALED and DELIVERED

By the within named Indian Bank through its authorised representative

Mr. its

in the presence of :

1.

2.

SIGNED, SEALED and DELIVERED

By the within named Service Provider, through its authorised representative Mr..... its

in the presence of :

1.

2.

Annexure I

Fees/Charges

Annexure II

Activities as per RFP

Time frame as per RFP



SECTION VIII - Technical Bid Containing Technical & Functional Specifications

Sl. No.	Requirement Specifications	Mention Complied / Not Complied
1	Design and Specification for Secured Cash Vans (As per the rules issued by Ministry of Home Affairs)	
1.1	The cash van shall be a Light Commercial Vehicle be a Light Commercial Vehicle, with an engine capacity of not less than 2200 CC, preferably turbocharged. (Please Submit details of vehicles as separate attachment)	
1.2	The cash van shall be owned by the bidder.	
1.3	The cash van shall not be more than seven years old	
1.4	The cash van shall have tubeless tyres.	
1.5	The cash van shall have a ground clearance of not less than 190 mm	
1.6	The cash van shall accommodate minimum of five passengers	
1.7	Cash Van should have 2 independent compartments. Compartment for storing cash should be physically separated and locked from passenger compartment.	
2	Cash compartment security	
2.1	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.	
2.2	The entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance	
2.3	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.	
2.4	The panic switches for operating the hooter should be available with the driver and other occupants.	
3	Cash box security	
3.1	Boxes containing the locked cassettes 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 lockable cassettes (for cassette swap) of each bank shall be carried, in a separate box with the name of the bank written on it.	
4	Other security features	
4.1	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.	

Sl. No.	Requirement Specifications	Mention Complied / Not Complied
4.2	A security alarm with GSM based auto-dialler shall be provided with a motorised siren. (Please Submit details of the solution as separate attachment)	
4.3	The cash van shall be equipped with hooter, fire extinguishers and emergency lights to ensure quick reaction in case of an attack.	
5	Private Security for cash transportation activities	
5.1	The bidder should hold a license under the Private Security Agencies (Regulation) Act, 2005 (29 of 2005)	
5.2	No taxi or hired vehicle shall be used for cash transportation activities by the bidder	
5.3	Every cash van shall have the following minimum staff, possessing the qualifications and training laid down under section 10 of the Private Security Agencies (Regulation) Act, 2005 (29 of 2005), on board for every single cash transportation activities, namely: (i) Driver – one; (ii) Armed security guards – two; and (iii) ATM officer or custodian – two.	
5.4	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 terrain of operation.	
5.5	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.	
5.6	Notwithstanding any other provision in the above rules, the ex-serviceman, otherwise eligible, may preferably be appointed or engaged by the private security agency for providing security for cash transportation activities.	
5.7	Bidder shall appoint 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 bidder, in accordance with the provisions of the Private Security Agencies (Regulation) Act, 2005 (29 of 2005) or any other law for the time being in force. Note: 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.	

Sl. No.	Requirement Specifications	Mention Complied / Not Complied
5.8	<p>Bidder shall be responsible to comply with the following checks before an individual is appointed 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 bidder 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 bidder 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 bidder shall use its own resources to conduct 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 bidder shall conduct a credit history check of every individual appointed or engaged to ensure that wilful credit defaulters are not appointed or engaged for the cash transportation activities;</p> <p>(f) fidelity insurance – the bidder shall obtain a fidelity insurance in respect of every personnel appointed or engaged for the cash transportation activities.</p> <p>Prior to the commencement of services, successful bidders shall submit all the relevant documents pertaining to above checks at the zonal offices for each person involved in transportation of ATM cash in the zone.</p>	
5.9	<p>Adequate training and certification of personnel: The bidder shall ensure that every personnel appointed cash transportation activities shall be imparted,-</p> <p>(a) the training and certified for the security and safe handling of such activities as per the requirements of training laid down in Second Schedule of MHA guidelines REGD. NO. D. L.-33004/99, No. 553;</p> <p>(b) the refresher training once in every two years.</p>	
6	Live GPS tracking of cash van during operations. <i>(Please Submit details of the solution as separate attachment)</i>	
6.1	Every cash transportation activity shall be carried out only in secured cash vans fitted with GPS tracking device. (GPS means the global positioning system which is a space-based navigation system that	

Sl. No.	Requirement Specifications	Mention Complied / Not Complied
	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)	
6.2	The bidder shall ensure that each cash van shall be monitored at all times during cash transportation activities through a redundant communications protocol.	
7	Guideline for maximum cash carrying limit in a single cash van	
7.1	The bidder shall ensure that no cash van carries cash of more than five crores rupees per trip.	
8	Specification for private cash vaults used for holding and overnight vaulting of Bank currency	
8.1	The bidder shall ensure that all cash handling, including counting, sorting, and filling in lockable cassette (for cassette swap) shall be carried out in secured premises inside the bank's feeder branch.	
8.2	Cash vault – a secured area shall be designed to store locked cassettes to meet with the requirement of the Reserve Bank of India specified for cash vaults in accordance with the following specifications, namely: (i) in smaller cities with limited overnight vaulting requirements of less than ten crore rupees, a strong room with defender safes; (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; (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 (iv) all overnight vaulting facilities shall have provision to store currency of multiple Banks in separate and exclusive bins;	
8.3	Security of cash vault – the bidder shall ensure the following security aspects at its cash vault used for secured handling of cash on behalf of the Bank, namely:- (i) adequate number of armed private security guards are deputed round the clock; (ii) premises is under 24x7 electronic surveillance and monitoring; (iii) cash vault is provided with CCTV system with adequate number of cameras having at least ninety days recording facility; (iv) the activities at cash vault is undertaken under dual custody basis; (v) the main cash vault area complies with all safety norms, like firefighting systems, smoke detection systems, emergency lighting,	

Sl. No.	Requirement Specifications	Mention Complied / Not Complied
	<p>control room for monitoring the movement of vehicles, auto-dialler and burglar security systems;</p> <p>(vi) security alarm with GSM based auto dialler, fire and magnetic sensor are installed;</p> <p>(vii) the loading and unloading area of cash is covered by night vision CCTV cameras; ("CCTV" 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>(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>	
9.	Measures for risk mitigation	
9.1	The bidder shall ensure that the ATM under its security shall be operated with one-time electronic combination locks for reducing the instances of crew pilferage losses and ATM frauds.	
9.2	The cash for loading in to an ATM machine shall be collected from the Bank in the first half of the day so that operations can be concluded before the time stipulated in the below clause:	
9.3	<p>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; and</p> <p>(c) before 9 AM or after 4 PM in the districts notified by the Central Government as Left Wing Extremism (LWE) affected areas.</p>	
9.4	Successful bidders shall operate the ATM safe doors using One Time Combination (OTC) passwords and keys.	
10	Reporting Requirements	
10.1	Successful bidders should provide all statutory, regulatory and adhoc MIS reports, Executive Information as required by the Bank in the desired format and subsequent changes to the reports as suggested by the Bank, RBI, Government, etc. with no extra cost to bank.	

Sl. No.	Requirement Specifications	Mention Complied / Not Complied
10.2	<p>Following reports related to Cash Management must be provided by the successful bidder to the Bank on T+1 basis by 11:00AM:</p> <p>Cash Balancing Report (CBR)</p> <p>Cash Reconciliation Report (C3R)</p> <p>Additional Loading Report</p> <p>Holiday Cash Loading Report</p> <p>Cash Out Report</p> <p>Daily Loading Report (DLR)</p> <p>Daily Cash-in-Vault Report (CVR), for locations where vaulting is approved.</p> <p>Cash indent report to be provided to the respective feeder branches/currency chests in prescribed format which contains details of previous loading, EOD, cash evacuation and depositing in Bank etc. from the beginning of the month till date of the month for all ATM/BNA under nodal branch from where the successful bidder is taking cash.</p> <p>An online portal also to be provided for viewing the reports in real time.</p>	
11	Network connectivity	
11.1	Bank will provide the ATM cash position to the successful bidders through e-mail in every two-three hours. In case, any successful bidder wants real time cash position round the clock, they need to establish leased line connectivity to Bank data centre for fetching the real time ATM cash position at the successful bidders' cost.	
11.2	The successful bidder shall be responsible for protecting its network and sub-networks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.	
12	Performing admin transactions as per the Bank's online accounting process.	
	<p>The cash replenishment process to be provided by the successful bidders, inter alia, would include performing the ADMIN transaction and EOD as per the Bank's online accounting process and SOP, using the admin cards provided by the Bank. Below are the admin transactions to be performed in ATMs and Cash recyclers:</p> <p>Increase Cash - for the amount loaded</p> <p>Decrease Cash – for the amount unloaded</p> <p>Excess Cash adjustment – to report excess cash</p>	

Sl. No.	Requirement Specifications	Mention Complied / Not Complied
	Short Cash adjustment – to report shortage (cash shortage shall be borne by the successful bidder) Increase admin & Decrease admin – to adjust switch admin balance to tally with physical cash and BGL balance. EOD to verify the admin balance and BGL balance without cash loading and unloading	
13	Reconciliation of ATM cash	
13.1	Successful bidder shall send all the reports related to ATM cash management to the concerned Zonal offices and Head office ATM Section and ATM Service Centre on the same day.	
13.2	If the CBR for a particular EOD is not submitted as stipulated above and the Bank is required to settle any claim / penalty, such amount and penalty will be recovered from the Service provider.	
13.3	The Bank's reconciliation team will do the reconciliation of ATM cash on a daily basis. Reconciliation of the following head will be done based on the CBR data, switch data and CBS (BGL) balances, and reports will be shared with the successful bidders and zonal offices: Cash issued by the feeder branch (ATM cash load FIT BGL) Cash loaded in the ATM (CBR & Cash-in-ATM BGL) Cash Dispensed by the ATM (Switch data) Cash remaining in the ATM (Cash-in-ATM BGL) Excess cash reported Shortage reported Any differences observed in the reconciliation report and any mismatch between the Bank's data and CBR data should be attended by the successful bidder immediately and should be rectified or clarified within one working day of reporting the difference.	
13.4	If the successful bidder does not respond by the 2nd working day, the difference amount will be recovered from the successful bidder. In case of any loss to the Bank on account of incorrect and / or delayed reconciliation or reporting by the service provider, the loss shall be made good to the bank by the successful bidder within 7 days of intimation by the Bank.	
13.5	Bank's recon team will settle claims based on the reconciliation (excess cash reported) and the EJ. In case of no excess/overage available and a transaction is a clearly failure as per the EJ and / or CCTV footage, Bank will pay the claim amount to the customer and recover the said amount from the successful bidder.	
13.6	In case of doubtful transactions, the Bank team will send the same to the successful bidder asking for confirmation on the status of the	

Sl. No.	Requirement Specifications	Mention Complied / Not Complied
	transaction. The successful bidder is expected to reply within 2 working days of receipt of email from bank on such cases. Based on the reply received from the service provider, Bank will settle or reject the claim.	
13.7	In case of claim received for acquirer transactions, if the confirmation is not received within 2 working days, then the Bank will pay the claim to the concerned bank. If there is no excess/ overage to adjust this claim, such amount will be recovered from the successful bidder.	
13.8	In case of On-Us transactions, if the successful bidder takes time to analyze the status of transaction resulting in delay in settlement of claim beyond 5 calendar days and any penalty is incurred by the Bank for delayed settlement of claim as per RBI norms, the amount along with penalty will be recovered from the Successful bidder.	
13.9	In case of any claim, where bank is not able to settle the claim within the TAT defined by RBI as no EOD has happened from the date of transaction, the amount of claim will be recovered from the successful bidder if no excess is found upon reconciliation, unless the transaction is clearly successful as per EJ and CCTV.	
13.10	The CRA agents should count the cash and also flip through the bundles before accepting the cash from feeder branch and filling the lockable cassettes (for cassette swap). The Service provider shall be liable for any shortage of cash and counterfeit notes found in the ATMs/CRs. Any such shortage must be made good by the Service provider within 4 working days.	
13.11	Bank reserves the right to conduct surprise inspection of the Cash held in ATM /Vault of the Service provider/ CMA. Such inspection will be carried out by Bank's officials having identity proof and letter authorizing the officials. Prior notice of such inspection will not be given to the Service provider/CMA.	
14	First Level Maintenance (FLM)	
	Below are the services to be provided by the successful under FLM on 24x7x365 basis:	
14.1	Clearing Paper Jam of Receipt Printer roll (Rolls will be provided by the service provider)	
14.2	Removal or clearing of currency jams. Such currency notes should be handed over to the feeder branch separately.	
14.3	When divert cassette / reject BIN over-fill is reported, the divert cassette has to be swapped with an empty divert cassette collected from the Bank.	
14.3	Basic remedial maintenance which consists of servicing obvious items that will prevent a repeat or subsequent FLM call.	

Ref: CO/DBD/ATM/2976/R1/2021-22

Sl. No.	Requirement Specifications	Mention Complied / Not Complied
14.4	Machine resets, CRA custodian caused errors and other reasonable requests.	
14.5	FLM calls that require opening of ATM cash vault has to be handled by the regular custodians ONLY. For other FLM calls that do not require access to cash vault, successful may engage a separate custodian.	
14.6	FLM custodian will be responsible for attending site as per TAT specified in the RFP, investigate root cause of issue reported, resolve & report to the Bank or provide appropriate feedback to the Bank, basis which next level of action to be taken by the Bank.	
14.7	Support for SLM calls: Successful bidder shall provide FLM support for SLM calls and Preventive Maintenance calls in coordination with the SLM vendor.	
14.8	If any foreign object e.g. skimming devices, camera etc. are noticed in the ATM premises during their visit to ATM sites, the successful bidder's custodians shall report the same to the Bank.	
14.9	If the ATM is offline, perform ping test and telnet from the supervisory mode and share the output with the Bank to check the network issue.	
14.10	Providing and fitting ATM Currency vault batteries at the successful bidders' own cost	

SIGNATURE

(Name & Designation, seal of the firm)



Ref: CO/DBD/ATM/2976/R1/2021-22
SECTION IX: COMMERCIAL BID
(To be submitted as per the format after the completion of online reverse auction only)
COMMERCIAL BID FOR RFP FOR OUTSOURCING ATM CASH MANAGEMENT ACTIVITIES THROUGH RATE CONTRACT FOR A PERIOD OF TWO YEARS
Date:

The Assistant General Manager (DBD)
 CO: Digital Banking Division
 Indian Bank
 Head Office Building (IIInd Floor)
 No.66, Rajaji Salai, Chennai-600 001
 India

Dear Sirs,
Sub: RFP for Outsourcing ATM Cash Management Activities through rate contract for a period of Two Years

Ref: Bid document No.CO/DBD/ATM/2976/R1/2021-22 dated 28.02.2022.

Referring to your above letter calling for quotations, we submit hereunder the price bid for Outsourcing ATM Cash Management Activities by entering into rate contract with Cash replenishment agencies (CRAs) identified through open tender for a period of Two Years for the specifications given in Section VIII.

Particulars	Monthly charges Per Unit* (A)	No. of ATM/BNA (B)	No. of months (C)	Total charges for the period of two years (AxBxC)
Charges for cash replenishment in offsite ATMs and Cash Recyclers adhering to the terms and conditions of the RFP. (For 10 to 14 Loading & swapping per ATM in a month, minimum 1 visit in every 3 calendar days for EOD/cassette swap)		350 (approx.)	24	

- 1 Inclusive of all costs, duties including excise duty, levies, insurance, freight, warranty, charges for incidental services, etc.
- 2 Exclusive of applicable GST.
- 3 All prices should be quoted in (INR) only
- 4 Applicable TDS or any taxes, if any, will be deducted from the payment.
- 5 If there is a discrepancy between words and figures, the amount in words will prevail.
- 6 Bank reserves the right to increase or decrease the quantities as specified in the RFP.

Ref: CO/DBD/ATM/2976/R1/2021-22

- 7 The bank, at its discretion, may extend the contract by two more years after reviewing the performance of the bidder.
- 8 If technically qualified bidder is not participating in the reverse auction process but submit the indicative commercial bids, Bank will take indicative price for commercial evaluation.

We submit that we will abide by the details given above and the conditions given in your above Bid document.

For

(Authorised Signatory)

(Seal)

Place:

Date:

Contact No:

Name:

Designation:

E-mail ID:

