



**REQUEST FOR PROPOSAL
(THROUGH GeM PORTAL)
FOR SERVICES OF CASH REPLENISHMENT AGENCIES FOR 10000
ATMs with (+/-) 25 % Buffer Quota**

Ref: SBI/ACV/2024-25/006 dated: 20.12.2024

GEM BID NO: GEM/2024/B/5733052

**State Bank of India,
3rd floor, The Arcade,
World Trade Centre,
Cuffe Parade, Mumbai 400005.**

1. Schedule of Events

SI No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Shri Rajesh Kumar Designation: AGM (AC-I&R) Anytime Channel Department, State Bank of India, 3 rd floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005. Email ID: dgmac.ir@sbi.co.in with a copy to cmac4.ir@sbi.co.in Contact Number: 7722047025, 9899757053, 9406903817, 02269518 811.
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://bank.sbi , and GeM portal https://gem.gov.in from 20/12/2024 @ 03:00 p.m. Any amendments/corrigendum, modifications & any communication etc. shall be uploaded on the above sites and replies to pre-bid shall be replied on GeM portal only. The Bank reserves the right to cancel or postpone the tender at any stage without assigning any reason whatsoever.
3	Last date for requesting Pre-Bid Queries	Up to 3:00 pm on 27.12.2024 All communications regarding points / queries requiring clarifications shall be given in writing over e-mail dgmac.ir@sbi.co.in and cmac4.ir@sbi.co.in . Participating bidders may submit their queries pertaining to the bid within stipulated time and period.

		<p>1. Subsequent changes / amendments made, on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document and shall be uploaded/replied on GeM Portal only.</p> <p>2. No oral or individual consultation shall be entertained.</p> <p>Non reply to any of the queries raised by the vendors shall NOT be considered as acceptance of the query/issue by the Bank.</p>
4	Online Pre - bid Meeting and date	Through online on 30.12.2024 at 11.00 AM.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On or before 13.01.2025.
6	Last date and time for Bid submission	Up to 03.00 pm (time) on 27.01.2025
7	Address for submission of Bids	Online documents to be uploaded on GeM portal. https://gem.gov.in/
8	Date and Time of opening of Technical Bids	04.00 pm on 27.01.2025
9	Opening of Indicative Price Bids	Price bid of technically qualified bidders shall be open online as per GeM functionality.
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid(s) as per the guidelines of GeM portal.
11	Tender Fee	Tender fee is exempted under this RFP
12	Earnest Money Deposit (Micro & Small Enterprises (MSE) units and Start-ups are exempted from payment of EMD provided the	The EMD for an amount of Rs. 2.00 crores in the form of PBG (valid for 180 days). Issuance date of EMD shall be in between the Bid publish



	<p>product/services they are offering, are manufactured /rendered by them provided Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption)</p>	<p>date and bid submission date and to be submitted online on GeM Portal. Bank Guarantee [on the lines of EMD Format Appendix-H], issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. EMD date should not be prior to RFP Float date.</p> <p>Note: The categories of service provider mentioned in clause 4. xiii (m) of GeM "General Terms and Conditions on Gem 4.0 (Version 1.19) dt 26th September 2024" shall be exempted from furnishing Bid security/ EMD.</p> <p>Original EMD in the form of Bank Guarantee as per Appendix – H shall be submitted to following address within stipulated time and date of bid submission. : DGM (AC-I&R) State Bank of India, Corporate Centre Anytime Channel Department 3rd floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005</p>		
13	Performance Bank Guarantee (PBG)	<table border="1"> <tr> <td data-bbox="818 1547 1015 2007">5% of Total Cost of Ownership (TCO) for the entire period of the contract.</td> <td data-bbox="1015 1547 1361 2007">Bank Guarantee [on the lines of Appendix-J], issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favor of State Bank of India payable at Mumbai. Bank guarantee should be</td> </tr> </table>	5% of Total Cost of Ownership (TCO) for the entire period of the contract.	Bank Guarantee [on the lines of Appendix-J], issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favor of State Bank of India payable at Mumbai. Bank guarantee should be
5% of Total Cost of Ownership (TCO) for the entire period of the contract.	Bank Guarantee [on the lines of Appendix-J], issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favor of State Bank of India payable at Mumbai. Bank guarantee should be			



		valid for 87 months from the effective date of the Contract. In case bank extends the contract further, PBG to be provided as per the percentage specified in original contract on discovered TCO for extended period plus 3 months. (In case SBI is the sole Banker for the bidder, a Letter of Comfort from SBI may be accepted.)
14	Contact details of e-Procurement agency appointed for e-procurement	Please visit : https://gem.gov.in
15	Terms of payment	As per the details mentioned in Appendix F-2
16	Important Instructions	<p>The bid documents and commercial bid shall be submitted online on GeM portal only as per provision of this RFP document and terms & conditions of GeM portal.</p> <p>Please make sure that all the documents are properly scanned and are legible to read.</p> <p>Pre-Integrity pact to be submitted/executed as per Appendix -Q with applicable stamp duty and shall be uploaded Online (Scanned Copy) on GeM portal and Physical Copy of Pre-Integrity Pact shall be required to submit as and when asked by the Bank and shall delivered at following address:</p>

		<p>DGM (AC-I&R) State Bank of India, Corporate Centre Anytime Channel Department 3rd floor, The Arcade, World Trade Centre, Cuffe Parade, Mumbai 400005</p> <p>The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned.</p>
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Note:

- Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after the specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further bid will be allowed.
- The bidder shall upload all the requisite documents asked in this RFP while submitting the bid online on GeM portal as per the terms, conditions, and process of GeM Portal. It is the bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained after final submission of bid.
- Entity engaged in CRA activity for minimum 3 years and fulfilling all eligibility criteria and RFP terms and conditions needs to apply only. No Entity shall be allowed to Bid / participate on behalf of its subsidiary or vice-versa .If such Bid is received , it will be treated as non-responsive and the same will be rejected.

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The Services of Cash replenishment Agencies (CRAs) for 10000 ATMs Pan India with 25 % (+ / -) Buffer Quota (if required by Bank) for the period of 07 (Seven) years, with option of extension upto 3 years(in one or more tranches) at sole discretion of Bank, if required after expiry of 7 years.

2. INVITATION TO BID:

State Bank of India (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by the Bank for Services of Cash replenishment Agencies (CRAs) for 10000 ATMs Pan India, with 25 % (+ / -) Buffer Quota (if required by Bank) through GeM Portal for the period of 07 (Seven) years, with option of extension upto 3 years(in one or more tranches) at sole discretion of Bank, if required after expiry of 7 years.

- i. In order to meet cash replenishment services requirements, the Bank proposes to invite online Bids (through GeM portal) from eligible Bidders to replenish cash in ATMs as per details/**scope of work** mentioned in **Appendix-E** of this RFP document. This RFP is exclusively open for entities having experience in providing Cash Replenishment Services and have the necessary experience, capability and expertise, size and revenues.
- ii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for services of the Cash replenishment Services desired in this RFP.

- v. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.
- vii. All existing Compliances of Guidelines / Advisory / Orders/ statutory Instructions/ SOP issued by Bank, State / District / Local Administration / Gol / IBA / RBI / MHA / NPCI etc. to be followed and complied by the successful bidders ab-initio and throughout the contract period. Any new future guidelines /advisory by any statutory / regulatory authority shall be complied without any cost to the Bank and within the timeline advised by the authority.

3. **DISCLAIMER:**

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices /clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder

under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the **Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order** and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

4. DEFINITIONS:

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

- i. **“Bank / Purchaser / SBI”** ‘means State Bank of India (Corporate Center at Mumbai) body corporate constituted under the State Bank of India Act, 1955, having its Corporate Centre at Madam Cama Road, Nariman Point, Mumbai and various other offices & branches including, various other offices (LHOs/Head Offices/Administrative Offices/Regional Business Offices/Global Link Services, Global IT Centre etc.) of State Bank of India, domestic and foreign branches/other offices, other exchange companies available at various locations and managed by the Bank.
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this RFP.

- iii. **“Proposal/Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Cash Replenishment Agency, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Act”** means a law made by the government.
- vi. **“ATM”** means the automatic teller machine that dispenses cash or performs other banking services when an account holder of any bank inserts a Bank card therein; cardless transactions through ATM shall also include in this definition. **“ATM”** shall mean the ATM/Cash Recyclers/ADWM (including Digital VSS camera) supplied by the Vendor.
- vii. **“CRA”** means Cash Replenishment Agencies who have been engaged for the cash replenishment in machines & cash evacuation from the machines and cash monitoring activities.
- viii. **“Cash transportation activities”** means the physical transfer of cash(banknotes),from one location to another, and includes loading cash in to, or unloading cash from, an ATM machine; (e) “private security” or “private security agency” shall have the same meaning as assigned to it in clause (f) or clause (g) of section 2 of the Private Security Agencies (Regulation) Act, 2005; (f) “Schedule” means a Schedule appended to these rules
- ix. **“Total Contract Price/Project Cost/TCO”** means the price payable to Cash Replenishment Agency over the entire period of Contract for the full and proper performance of its contractual obligations.
- x. **“Vendor/Cash Replenishment Agency”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction)and L2 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- xi. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision

of technical assistance, training, certifications, auditing and other obligation of Cash Replenishment Agency covered under this RFP.

- xii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.
- xiii. **“RFP”** means the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- xiv. **“Warranty Effective Date”** means the date when the machine is made operative.
- xv. **“Warranty Period”** shall mean a period of one year from the Warranty Effective Date.
- xvi. **“Maintenance Effective Date”** shall the date immediately succeeding the completion of Warranty Period, till contract period and extension thereof if any.
- xvii. **“Public Holidays”** shall mean public holidays under NI Act., at the place where the Equipment is located, when banks are closed for business.
- xviii. **“Response Time”** means interval between the trigger or alert generated by Bank’s to Cash Replenishment Agency and latter’s arrival time at the respective Machine.
- xix. **“Commencement of Services”** shall mean the date on which the CRA will replenish Cash in ATM machine using Cassette Swap method and ATM is available for customer cash transactions.
- xx. **“L1 / L2 / L3so on... price / rate”** The L1 price / rate is the lowest TCO value discovered during the Online Reverse Auction Process. The next price / rate with subsequently higher quoted value than L1 price / rate will be L2 price / rate and so on.
- xxi. **“GeM”** Government e Market is the online marketing place developed by the ministry of commerce for common use goods and services.
- xxii. **“ATM Loss”** shall have the same meaning as defined in the Definitions in this RFP.

- xxiii. **“ATM Loss Liability Limit** shall have the same meaning as defined in “Managed services for ATMs” in the scope of work.
- xxiv. **“Initial Currency Load”** means the first currency load for a new ATM installed or conversion. Initial Currency Loads must be scheduled at least 2 weeks in advance.
- xxv. **“Scheduled Cash Replenishment Services”** or **“Cash Replenishment Services”** are scheduled cash replenishments that are performed in adherence to a replenishment schedule that is recommended in indents raised by Vendor.
- xxvi. **“Unscheduled Replenishment Services”** means Cash Replenishment prior to or post the scheduled replenishment to prevent depletion of currency level in the ATM.
- xxvii. **“Cash Evacuation Services”** means cash removed / evacuated from the ATMs and deposited in the Bank’s Branches.
- xxviii. **“Transit Loss”** means every occurrence of the loss of Valuables from a vehicle owned, operated by, or under the control of Vendor’s designated subcontractor.
- xxix. **“Transit Loss Liability Limit”** means maximum liability for a single Transit Loss Liability Limit as per MHA guidelines, or the actual outstanding amount of the Bank, whichever is higher.
- xxx. **“Vault Loss”** means every occurrence of the loss of Valuables from a vault or other secured facility owned, operated by, or under the control of Vendor’s designated subcontractor.
- xxxi. **“Vault Loss Liability Limit”** means Vendor’s maximum liability for a single Vault Loss Liability Limit as per MHA guidelines or the actual outstanding amount of the Bank, whichever is higher.
- xxxii. **“Currency”** means currency notes / banknotes and **“Valuables”** means Currency and, only to the extent Bank and Vendor have agreed in writing, other identified types of negotiable instruments or items of value.

5. SCOPE OF WORK:

As given in **Appendix-E** of this document.

6. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. The Bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical Bid as prescribed in (Appendix-Q) duly signed by the Bidder on each page and witnessed by two persons. KYC documents of the signatories (including witnesses) should be submitted. The Pre-Contract Integrity Pact shall be stamped as applicable in State of Maharashtra (Mumbai Only). Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered.

7. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank, or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

8. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- 8.1 Bidder requiring any clarification of the bidding document may notify through On-line GeM Portal/ e-mail as per Appendix-O. Bidder must necessarily mention the page no. & clause No. of RFP before raising the pre-bid queries within the date/time mentioned in the schedule of events.
- 8.2 A Pre-Bid meeting will be held online on the date and time specified in the Schedule of Events which may be attended by the authorized representative of the Bidders interested to respond to this RFP.

- 8.3 The queries received (without identifying source of query) and response of the Bank thereof will be posted at the GeM portal and Bank's website.
- 8.4 The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the GeM portal regularly till the date of submission of Bid document specified in the Schedule of Events and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- 8.5 No request for change in commercial / legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- 8.6 Queries received after the scheduled date and time will not be responded/acted upon.
- a. In case of conflict w.r.t. any clause between the Pre-bid responses released by Bank and this RFP {with its Corrigendum(a)}, the content mentioned in the RFP {with its Corrigendum(a)} will prevail.
 - b. SBI reserves the right to modify the bidding document by amendment at any time prior to the deadline for submission of bids.

9. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
- v. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto.
- vi. Incomplete information in Bid document may lead to non-consideration of the proposal. If bidders made any concealment or false statement/ document in RFP, then their proposal / bid to be cancelled /rejected and suitable action under GFR to be taken.

10. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.

The EMD should be in form of Performance Bank Guarantee (PBG)(as prescribed in **Appendix-O**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

- iii. Any Bid not accompanied by EMD for the specified amount in the form of PBG and not submitted online on GeM Portal as mentioned in this RFP will be rejected as non-responsive.
- iv. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- v. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H**.
- vi. No interest is payable on EMD.
- vii. Micro & Small Enterprises (MSE) units and Start-ups are exempted from payment of EMD provided the product/services they are offering, are manufactured /rendered by them provided Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.
- viii. The categories of sellers mentioned in clause 4. xiii (m) of "General Terms and Conditions on Gem 4.0 (Version 1.19) dt 26th September 2024" shall be exempted from furnishing Bid security.
- ix. In case where EMD is exempted under this RFP as per GeM guidelines. Bidder has to submit undertaking in the lines that:-

“We undertake that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a security / performance bank guarantee before the deadline defined in the RFP, we will be debarred for the period of time specified under Debarment / Banning clause mentioned elsewhere in the RFP from being eligible to submit bids for future contracts with the Bank.”

- x. The EMD may be forfeited: -

In the following situation the bid will be rejected / terminated, and Bidders will be debarred for the period of time specified under Debarment / Banning clause (mentioned elsewhere in this RFP) from being eligible to submit bids for future procurement / contracts with the Bank:

- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) Failure or refusal to offer the services / goods at the price committed through Reverse Auction
 - (c) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - (d) if a Bidder makes any statement or encloses any form/ document which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (e) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified period in the RFP.
- xi. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

11. **BID PREPARATION AND SUBMISSION:**

- a. **e-Tendering through GeM:** This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Vendors will have to abide by terms and conditions of GeM portal for participating the bidding process. ...

e-Tendering Process

- i. This tender will follow e-Tendering process [e-bids] to be conducted through GeM portal as under:
- 1. Publish of Tender
 - 2. Online Pre-Bid Queries
 - 3. Pre-Bid Meeting: Online-
 - 4. Online Response of Pre-Bid Queries.
 - 5. Corrigendum/Amendment (if required)

6. Bid Submission
7. Tender Opening
8. Tender Evaluation
9. Declaration of Qualified Bidders.
10. Reverse Auction.
11. Tender Award

- ii. It is Vendor responsibility to familiarize themselves with the e-tendering process and the functionality of the GeM portal. This includes understanding how to navigate the portal, submit bids electronically, and comply with all relevant guidelines and requirements. Vendor shall ensure they are registered on GeM portal and have access to necessary documentation and information required for participating in e-tendering process.
- iii. The Vendors are required to have e-sign as per GeM Portal functionality to participate in e-Tendering to be conducted through GeM portal. Vendors will have to abide by e-Business rules framed by GeM portal.
- iv. Bids received after due date / stipulated period or time , will not be entertained or considered for this RFP and no extension of time will be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.
- v. The decision of the bank regarding this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Mumbai.

i. **Indicative Price Bid** for providing of services of cash replenishment in response to the **RFP No. SBI/ACV/2024-25/006 Dated 20.12.2024** should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

ii. Bidders may please note:

1. The Bidder should quote for the entire package on a single responsibility basis for Solution / services it proposes to supply.

2. While submitting the Technical Bid, literature on the service should be uploaded.
3. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
4. The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.
5. Bids are liable to be rejected if only one (i.e., Technical Bid or Indicative Price Bid) is received.
6. Prices quoted by the Bidder shall remain fixed for the period during the terms of the contract (i.e. 7 years and extension upto 3 years at the sole discretion of bank) and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
7. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
8. The Bidder may also be asked to give a presentation for the purpose of clarification of the Bid.
9. The Bidder must provide specific and factual replies to the points raised in the RFP.
10. The Bid shall be typed or written in indelible ink and shall be e- sign signed by the Bidder as per GeM functionality or a person or persons duly authorized to bind the Bidder to the Contract.
11. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall put their full signature all pages of the Bids, except for un-amended printed literature.

12. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
13. The Bank reserves the right to reject Bids not conforming the terms and conditions mentioned in this RFP.
14. Envelopes containing Original EMD shall be submitted to the Bank and delivered at the address given as per the schedule of events and should have the name and address of the Bidder before the stipulated date and time of Bid submission date.
15. The Service Providers are required to have e-sign as per GeM portal functionality (Which is at par with digital signatures as per Information Technology Act- 2000 (Amendment 2008) and it works on details available in Aadhaar database of UIDAI) well in advance to participate in e-Tendering to be conducted through GeM portal. Vendors will have to abide by e-Business rules framed by GeM portal.
16. Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay, or the difficulties faced by the Bidder(s) during the submission of online Bids.
17. Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened due to virus or otherwise, during Bid opening, the bid is liable to be rejected.

The Bank reserves the right to reject Bids not conforming to above.

b. Documents to be submitted ONLINE (upload documents):

1. Scanned copy of Pre-Contract Integrity Pact as per format in Appendix-Q.
2. Upload documents required in Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix-B and technical eligibility criteria on the lines of Appendix-C.
3. Bidder's details as per Appendix-D on Bidder's letter head
4. Audited financial statement and profit and loss account statement as mentioned in RFP.

5. A copy of latest and specific board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
6. KYC of Authorized Signatories.
7. Upload RFP document duly stamped and signed on each page by an authorized signatory.
8. Upload all Appendix (Appendix A to Appendix O) asked by Bank duly stamped and signed by authorized persons under this RFP.

Documents to be submitted OFFLINE:

1. Original EMD in the form of Bank Guarantee as per Appendix – H shall be submitted before closing of bid submission date and time.

12. DEADLINE FOR SUBMISSION OF BIDS:

- 12.1 Bids must be received at the GeM portal by the date and time mentioned in the Notice Inviting e-Tender as per schedule of events.
- 12.2 In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- 12.3 In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- 12.4 Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.
- 12.5 As and when demanded by the Bank, the bidder shall submit the original Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and the address of the bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents as specified in RFP should be submitted within the bid submission date and time for the RFP at the address mentioned in the schedule of events, failing which bid will be treated as non-responsive.

13. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

14. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 180 days from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 180 days from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

15. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the bid/contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be

deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

16.1 All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical bids will be opened on GeM Portal.

16.2 In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agreeing to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria/specifications/eligibility shall become eligible for commercial Bid opening and further RFP evaluation process.

16.3 The Bank will examine the Bids to determine whether they are complete, and all documents/appendix(es) have been submitted, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion, waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

16.4 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation.

16.5 The Bank's determination of a Bid's responsiveness will be on the contents of the Bid itself, without recourse to extrinsic evidence.

16.6 After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on services proposed to be offered by them.

16.7 If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

17. TECHNICAL EVALUATION:

- 17.1 Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Service is in use.
- 17.2 The Bank reserves the right to evaluate the Bids on technical & functional parameters including Vault/workplace visit and witness demos of the system and verify functionalities, response times etc.
- 17.3 The Bank may evaluate the technical and functional specifications of all the services quoted by the Bidder.
- 17.4 During evaluation and comparison of Bids, the Bank may, at its discretion, ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or the substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.
- 17.5 The evaluation may also consider:
- 17.5.1 'The services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
 - 17.5.2 Does the proposed services capable to handle the projected volumes and offer a proven solution to meet the requirements?
 - 17.5.3 Is the services offered by the Bidder a complete system or does it have integrations with third party solutions?
 - 17.5.4 Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.
 - 17.5.5 Capability of the proposed services to meet future requirements outlined in the RFP.
 - 17.5.6 Support on open platforms and services on latest technology (both hardware, software, operating software/firmware, database).
 - 17.5.7 Bidder support facilities: Support requirements like online support/ email support/ offline support and time period.

17.5.8 The Bidder will support the Bank in all circumstances including peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

17.5.9 Bidder should comply with the mandatory requirements as given in appendix C.

18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

18.1 Indicative Commercial Bids of only those Bidders, who are successfully qualified in technical evaluation, will be opened online on GeM portal.

18.2 All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by GeM portal only, details of which are given in schedule of events. The business rules, terms and conditions of the reverse auction process are available on the GeM Portal (<https://gem.gov.in>).

18.3 Shortlisted Bidders shall be willing to participate in the reverse auction process and have e-sign as per GeM portal functionality. Such Bidders will have to accustom themselves in accordance with the functionality of GeM portal. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / GeM Portal.

18.4 Successful Bidders (L1 and L2 or as the case may be) will be selected on the basis of total cost of ownership as discovered through the Reverse Auction Process.

18.5 After the Reverse Auction, successful Bidder is required to submit the price confirmation quoted by bidder in the reverse auction and price breakup strictly on the lines of Appendix-F within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.

18.6 As per the guidelines from the Government of India, Department of Procurement for Industry, and Internal Trade, (DPIIT) the bidders must ensure that all the items/services supplied under this RFP should be from Local manufacturers/suppliers.

18.7 Errors, if any, in the price breakup format will be rectified as under:

- 18.7.1 If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
- 18.7.2 If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
- 18.7.3 If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 18.7.4 The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

19. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

20. AWARD CRITERIA AND AWARD OF CONTRACT:

- 20.1 The Bank intends to award the contract of Cash replenishment Agencies services among Two (02) Bidders (L1 & L2). The Bidders will be selected as L1 & L2 on the basis of the total cost of ownership (TCO) price discovered in the Reverse Auction, provided L2 matches the Reverse Auction TCO rate of L1. The allocation of percentage and Number of ATM machines shall be as per the following: -

BIDDER	L1	L2	TOTAL
PERCENTAGE ALLOCATION	70%	30%	100%
NUMBER OF MACHINES ALLOCATION	7000	3000	10000

NOTE:

- In case of buffer quota invocation, the allotment will be on the same proportion as above .
- Above allocation is subject to compliance of PPP-MII 2017 order.

20.2 If only 1 bidder qualifies in technical evaluation, then the Bank reserve the rights to Re-float the RFP OR award the contract to the qualified single bidder as per Bank's sole discretion.

20.3 If successive bidder does not match the discovered reverse auction rate of L1, the Bank may offer the next bidder to match the L1 rate and allocate the quantity as per PPP – MII guidelines.

20.4 In case, none of the successive bidders match the discovered reverse auction rate of L1, the Bank reserves the right to allocate the entire services to L1 or refloat the RFP.

20.5 Successful Bidder(s) will be notified through GeM portal and in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 02 (Two) **working days**, duly Accepted, Stamped and Signed by Authorized Signatory (duly authorised through a Board Resolution in this regard) in token of acceptance.

20.5.1 The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit **the break-up of their** Final price (last bid price) again as per Appendix-F within 02 (Two) **working days** in GeM portal. Failure or refusal to offer the services at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank and/or debar the bidder from participating in future tenders which may please be noted.

20.5.2 The notification of award will constitute the formation of the Contract.

- 20.6 Until the execution of a formal contract, this RFP document with its corrigenda (if any), together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder(s).
- 20.7 The successful bidder shall be required to enter into a Bank's Standard contract / SLA (Service Level Agreement) as per the clauses provided in RFP with the Bank, within the timeline advised by the Bank along with Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as desired in para 26 and strictly on the lines of format given at **Appendix-J** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/ agreement will be based on RFP / Bidders' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order and revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

- (a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1.
- (b) If Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- (c.) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of

purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

Note : In case of any ambiguity PPP-MII 2017 revised guidelines dated 19th July 2024 will apply.

Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider whose goods, service or works offered for procurement meets the minimum local content as prescribed for ‘Class-I local supplier’ hereunder.

“Class-II local supplier” means a supplier or service provider whose goods, service or works offered for procurement meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-II local supplier’ hereunder.

“Non-local supplier” means a supplier or service provider whose goods, service or works offered for procurement has ‘local content’ less than that prescribed for ‘Class-II local supplier’ under this RFP.

“Minimum Local content” for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

“Margin of purchase preference” means the maximum extent to which the price quoted by a ‘Class-I local supplier’ may be above the L1 for the

purpose of purchase preference. The margin of purchase preference shall be 20%.Purchase preference shall be given to 'Class-I local supplier' over 'Class-II local supplier'

i. **Verification of local content:**

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide self-certification as per **Appendix-G** that the product or service offered meets the minimum local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of location(s) at which the local value addition is made.

and

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** 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 requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be

Bidder shall give self-certification for local content in the quoted item (services) at the time of tendering. Calculation of local content to be made as per formula prescribed in Manual for Procurement of Goods ,2024.

False declarations 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.

- ii. Total cost of Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- iii. Bank will notify successful Bidder in writing by way of issuance of Letter of Acceptance through letter or fax/email. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory as a token of acceptance.

- iv. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- v. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vi. The successful Bidder shall be required to submit a Bank Guarantee at the time of execution of SLA / issuance of purchase order, for entering into a Contract with the Bank.
- vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Cash Replenishment Agency's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any terms and other document(s) to be enclosed as a part of the final Contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

21. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract

documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

22. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

23. CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

24. **BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

DOCUMENTARY EVIDENCE ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- i. On acceptance of the Bid by the Bank, the Bidder needs to submit the undertaking of authenticity on the lines of **Appendix-G** along with documentary evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction:
- ii. that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the services proposed and maintenance thereof during the support period.

25. **PERFORMANCE BANK GUARANTEE (PBG):**

- a. Performance Bank Guarantee [PBG] of the amount 5% of the Total Cost of Ownership (TCO) on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s) with validity period of 87 months. The PBG furnished hereunder should strictly be on the format at **Appendix-J** by the finally selected Bidder(s). For the buffer quota units, additional PBG on same terms and conditions on applicable TCO computed for the same should be submitted by the vendor(s). The PBG must be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order (PO) will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- b. The PBG is required to protect the interest of the Bank against delay in supply / installation and or the risk of unsuccessful implementation of the

project, or performance of the material or services sold, breach of any terms and conditions of the RFP/ Agreement which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG. ...

c. The Bank reserves the right to invoke the PBG on following grounds:

Unsatisfactory performance of the vendor during the entire contract period of 7 years and extended period beyond 7 years, if done, is also included.

Unsatisfactory performance means that:

- i. Non-compliance of any clause of this RFP and agreements.
- ii. Not maintaining uptime due to cash related conditions.
- iii. Not maintaining Factor of Safety (FOS).
- iv. Non-compliance of Cash reconciliation, EOD, Counterfeit currency guidelines.

If such deficiencies (Points 25 c) are observed in at least 5% allocated sites of that vendor under this RFP, then Bank reserves right to terminate the contract, and /or invoke the entire PBG and may blacklist the vendor. During the transition phase, the existing Vendor shall render all reasonable assistance to the other vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. The Bank will offer other successful vendor of this RFP to perform the services of the terminated vendor under this RFP at the same cost discovered through this RFP.-In all such cases under clause 25 c, a cure period of 30 days shall be given to the vendor before Termination Notice by the Bank. If Vendor fails to submit Performance Bank Guarantee within the stipulated time schedule as specified in RFP /Agreement, the Bank may without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the project cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

26. SERVICES:

- i. Cash Replenishment Agency should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor. ...
- ii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- iii. Cash Replenishment Agency shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- iv. Cash Replenishment Agency support staff should be well trained to effectively handle queries raised by the employees of the Bank.
- v. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

27. PENALTIES:

As mentioned in **Appendix-I** of this RFP.

28. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

29. RIGHT TO AUDIT:

- i. The Selected Bidder (Cash Replenishment Agency) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas and CRA services etc. provided to the Bank and Cash Replenishment Agency is required to submit such certification by such Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Cash Replenishment Agency.

Cash Replenishment Agency shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority.

- ii. Where any deficiency has been observed during audit of Cash Replenishment Agency on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Cash Replenishment Agency shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Cash Replenishment Agency shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Cash Replenishment Agency further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Cash Replenishment Agency
- iv. Cash Replenishment Agency shall grants unrestricted and effective access to
 - a) data related to the outsourced activities.
 - b) the relevant business premises of the Cash Replenishment Agency; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.
 - i. The Bank may, at its discretion, carry out a pre inspection by a team of Bank officials or demand a demonstration of the services proposed on a representative model in Bidder's office as per specification provided by the Bank.
 - ii. The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis of Cash vaults at various centers and wherever necessary may advise changes to meet the specifications stipulated by the RBI/Bank for Cash vaults.
 - iii. Nothing stated hereinabove shall in any way release the Bidder from any obligations under this contract.

- iv. Bank has right to audit the office/ vaults of Cash Replenishment Agency, relating to the services of Cash Replenishment Agency to Bank under this agreement.
- v. The bank shall have the right to conduct audits on the Cash Replenishment Agency 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 Cash Replenishment Agency in conjunction with the services performed for the Bank.
- vi. The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Cash Replenishment Agency or the employees of the Cash Replenishment Agency.
- vii. The Bank should have right to conduct surprise check/ of the Cash Replenishment Agency's activities in respect of the Services.
- viii. The Cash Replenishment Agency agrees that the Bank shall have the right to disclose the details of this Agreement, and the details of Services covered herein to the Reserve Bank of India and Indian Banks' Association.
- ix. The Cash Replenishment Agency agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.
- x. The Cash Replenishment Agency agrees that the Complaints / feedback, if any received from the customers of the Bank in respect of the Services by Cash Replenishment Agencies shall be recorded and Bank /Reserve Bank of India shall have access to such records and redressal of customer complaints by the Cash Replenishment Agency.
- xi. Cash Replenishment Agency should have code of conduct for all their employees.
- xii. Cash Replenishment Agency hereby agrees and declares that it shall be the sole responsibility of Cash Replenishment Agency to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Cash Replenishment Agency as envisaged under this agreement.
- xiii. The Cash Replenishment Agency should have/ obtain before commencement of the work, the requisite licences approvals, certificates from all statutory authorities including Municipal

Labour /Commercial Tax /Gun Licenses /Vehicle Registration etc. valid for minimum of the entire duration of the agreement i.e. 7(Seven) years with option of extension up to 3 years (in one or more tranches) at sole discretion of Bank.

- xiv. The appointed Cash Replenishment Agency shall be required to enter into a proper Non-Disclosure Agreement for this purpose with SBI as required in the format prescribed by SBI. The appointed Cash Replenishment Agency shall be responsible for any violation of the Non-Disclosure Agreement and shall be liable to SBI for the unauthorized disclosure/ use of the information/ data in the possession of the Cash Replenishment Agency.
- xv. For the purpose of this Agreement, Confidential information shall mean information of all kinds, whether oral, written or otherwise recorded including without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a party to which the other party will have access.
- xvi. The Cash Replenishment Agency agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/ regulatory obligation of the Bank in this regard.
- xvii. The Cash Replenishment Agency shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Cash Replenishment services or any employees in rendering the Services or any part of the same under this Agreement to the Bank.
- xviii. Cash Replenishment Agency has to maintain a Complaints and resolution register.
- xix. Sub-contracting for Cash replenishment is not allowed.
- xxvii. The sealed bags/boxes and seals arranged by the Cash Replenishment Agency should be tamper proof and bear unique random number.
- xxxiii. Cash Replenishment Agency should appraise the Bank all frauds occurred along with Remedial action taken.
- xxxiv. The Cash Replenishment Agency has to arrange for transit and fidelity and all required insurances at adequate level covering all cash pick-ups/cash replenishment done on (or) after/ from the date of SLA. Adequate Transit / Vault Insurance to cover Bank Cash loss at any given point of time and copies of insurance policies should be furnished to the Bank within 15 days from the date of execution of SLA.

xxxv. Security Guards Fitness Certificate --at the time of initial Supply order by Circles and thereafter at yearly interval.

30. SUBCONTRACTING:

As per the scope of this RFP, sub-contracting of cash replenishment services is forbidden.

31. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 7 year(s) with option of extension upto 3 years (after 7 years, if required, at sole discretion of Bank), depending on the number of qualified bidders. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

PURCHASE PRICE:

i. Total cost of services along with solution would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.

Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.

The Purchase Order (PO) will be placed for the total Cost of Support & Services.

The applicable TDS will be deducted at the time of payment of invoices.

Terms of payment are given in **Appendix – F-1 – Payment Terms**. Selected bidder must have an account with the State Bank of India and payment for all deliverables shall be credited to the account of the Successful Bidder(s) / Vendor(s).

Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.

The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, GST etc. or the

benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

32. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Cash Replenishment Agency, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. 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) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Cash Replenishment Agency,
 - (c) damage(s) occasioned by Cash Replenishment Agency for breach of Confidentiality Obligations,
 - (d) 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 Cash Replenishment Agency.

For the purpose of abovementioned sub-clause (iii)(b) “**Gross Negligence**” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“**Willful Misconduct**” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

33. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement placed as Appendix-K to this RFP.

- 33.1 Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written permission of the Bank.
- 33.2. The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- 33.3. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.
- 33.4. The Cash Replenishment Agency is not authorised to disclose to anyone, other than SBI, the information/data relating to the number of applications or individual details thereof, received or entered in computer system in any manner whatsoever.
- 33.5. All information related to Cash pick-up and Cash replenishment is the property of the SBI. Data Entry Agency cannot use this data for any purpose for its benefit directly or indirectly or share it with any other person/agency.
- 33.6. The Cash Replenishment Agency shall be required to enter into a proper Non- Disclosure Agreement for this purpose with SBI as required in the format prescribed by SBI. The Cash Replenishment



Agency shall be responsible for any violation of the Non- Disclosure Agreement and shall be liable to SBI for the unauthorized disclosure/use of the information/data in the possession of the Agency.

- 33.7. The Cash Replenishment Agency is responsible and liable for any damages caused to SBI or its client for the actions or inaction of Cash Replenishment Agency.
- 33.8. After handing over the cash picked up from the site of the Bank client, the Cash Replenishment Agency shall handover the complete data dump to SBI.
- 33.9. After handing over the complete data dump, the Cash Replenishment Agency shall, on receiving a communication from SBI, purge the entire data related to the assignment from all its computer systems, storage locations including floppies, CDs, DVDs, tapes, Hard Disk Drivers, Pen drives etc. The Cash Replenishment Agency shall provide a certificate to this effect to SBI.

34. DELAY IN CASH REPLENISHMENT AGENCY'S PERFORMANCE:

- i. Services shall be made by Cash Replenishment Agency within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Cash Replenishment Agency should encounter conditions impeding timely delivery and performance of Services, Cash Replenishment Agency shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Cash Replenishment Agency's notice, the Bank shall evaluate the situation and may, at its discretion, extend Cash Replenishment Agencies' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Cash Replenishment Agency may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

35. CASH REPLENISHMENT AGENCY'S OBLIGATIONS:

- i. Cash Replenishment Agency is responsible for and obliged to conduct all

contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

- ii. Cash Replenishment Agency is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Cash Replenishment Agency will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Cash Replenishment Agency's negligence. Cash Replenishment Agency will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Cash Replenishment Agency is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- v. Cash Replenishment Agency shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-K** of this RFP.
- vi. Cash Replenishment Agency shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/leakage immediately but not later than one hour of detection.
- vii. The Cash Replenishment Agency agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Cash Replenishment Agencies in the performance of this Agreement shall be in compliance with the above Act thereafter. The Cash Replenishment Agency understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

“The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.”

- i. The team exclusively assigned to the activity should consist of a sufficient number of persons. Key person from the company for the job should be specified and any change or replacement of the key person should be at the satisfaction of the Bank only.
 - ii. The Bidder alone shall be responsible for all or any of the service conditions of its personnel / employees.
 - iii. The personnel / employees of the Bidder shall not be entitled to claim any employment or absorption in the Bank’s service.
- viii. The CRA shall take over ATM sites for cash replenishment services within the timeline stipulated by the Bank.
- ix. The CRA shall submit a certificate signed upon takeover of ATM sites as per the requirement/ format given by the Bank.
- x. The CRA shall be liable for ensuring strict compliance with the provisions of all applicable laws including but not limited to Labour Laws [Central/State] The onus of compliance to all the applicable Laws/Acts/ Rules shall rest with the CRA only and the Bank will not be liable for any non-compliance. Proof of the same should be submitted by the CRA in the manner prescribed by the Bank.
- xi. The CRA shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- xii. The CRA shall be responsible for arranging all relevant permissions/ road permits etc. for transportation of cash to the location where cash replenishment is to be done. The Bank shall only provide necessary letters for enabling various permissions.

- xiii. Any loss to the Bank (including transactional amount & various penalties levied on the Bank by different authorities and agencies (RBI, NPCI, VISA & MASTER etc..) due to delay in settlement / refunds of failed transactions on account of delayed servicing will be recovered from the CRA from time to time.
- xiv. If required by the Bank, the CRA shall provide suitable documentary proof for the qualifications and experience of the personnel deployed by them. The biodata, qualification, and experience of personnel deployed with Bank should be certified by the CRA for subsequent verification by the Bank on case-to-case basis.
- xv. The CRA shall provide services at ATMs/ADWMS situated at Bank's premises / offsite as per schedule of work / requirements which may be amended from time to time by the Bank during the contractual period and it shall always form part and parcel of the Contract. The CRA shall abide by such assignments as provided by the Bank from time to time.
- xvi. The CRA agrees that it shall take adequate measures to protect the secrecy/ confidentiality of and avoid disclosure and unauthorized use of the confidential / sensitive information. The CRA shall immediately notify the Bank, in writing, upon discovery of any threatened breach, actual loss, or unauthorized disclosure of the confidential / sensitive information.
- xvii. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take the oath of confidentiality and breach of this condition shall make the CRA as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- xviii. The CRA is forbidden to transfer, assign, pledge or subcontract its rights and liabilities under this Contract to any other agency or organization. The CRA is responsible for managing the activities of its personnel engaged under the scope of the contract and will hold itself responsible for any misdemeanors.
- xix. The CRA shall be fully responsible for the acts of their representatives and shall fully indemnify the Bank for any kind of losses or damages caused by its team members. The Bank shall not be responsible for any claim from any team employed by the CRA or from any third party. The CRA shall wholly and fully be responsible for any such claims.
- xx. The CRA shall be liable to Bank for all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal, or fraudulent act of any of the representatives and employees of the successful CRA while providing the services.
- xxi. On termination or completion: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Services, the CRA will deliver to the Bank all

information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Bank.

- xxii. The joint Custodians of CRA must attend the machine (Visit the ATM machine) immediately if there is any cash related fault in the ATM and the personnel/executive needs to open the machine for fault repairs. The joint Custodians should provide timely support to the OEM/MS Vendor personnel/executive by attending the ATM when there is any maintenance/repairs/fault in the lower hood/ATM Vault. The joint Custodians will be responsible for any shortage or any discrepancies in cash after the call is attended by the personnel/executive.

The Joint Custodians have to reach within 2 hours at the faulty ATM site to attend the FLM call.

Following TAT/Penalty would be levied if the joint custodian does not attend the FLM call:

Category	Resolution Time/ TAT	Penalty
VIP ATMs	2 Hours: Irrespective of the population group/ category	Rs 1200/- per ATM per hour.
Regular ATMs	i. 4 Hours: At Metro, Urban and Semi-urban locations ii. 6 Hours: At Rural locations	Rs 1000/- per ATM per hour.

36. TECHNICAL DOCUMENTATION:

- i. Cash Replenishment Agency shall provide documents related to review records/ / Root Cause Analysis Report, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- ii. Cash Replenishment Agency shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Cash Replenishment Agency to the Bank, free of cost in timely manner.

Indemnity:

Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of :

Vendor's breach of its warranties, covenants, responsibilities or obligations; or

- a. Breach of confidentiality obligations mentioned in this Agreement; or
- b. Any deficiency, fault and non-availability of services or
- c. Any negligence, commission or omission by OEMs / Vendor as mentioned in agreement / RFP. or
- d. Any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Vendor. Vendor agrees to make good the loss suffered by the Bank. and
- e. Vendor agrees and hereby keeps the Bank indemnified against any acts of negligence or misconduct on the part of employees, agents, representatives, or Sub-Contractors (if allowed) of Vendor under this agreement. For any third-party claim Bank shall give vendor: -
 1. prompt written notice of the claim.
 2. all requested information, available with the Bank, about the claim.
 3. reasonable cooperation and assistance; and
 4. sole authority to defend and settle the claim. Vendor agrees to make good the loss suffered by the Bank.
- f. Subject to clause g and h of this Agreement, Vendor, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.
- g. The Bank will give
 - i. Vendor shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim;
 - ii. Vendor shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim;

- iii. Vendor shall consult with the Bank with respect to the defence and settlement of any such claim; and
- iv. in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- h. Vendor shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from:
 - i. Vendor's compliance with the Bank's specific technical designs or instructions (except where Vendor knew or should have known that such compliance was likely to result in an Infringement Claim and Vendor did not inform the Bank of the same) or
 - ii Any unauthorized modification or alteration of the service by the Bank.
- i. Vendor further undertakes to promptly notify the Bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation as soon as such breach comes to the knowledge of vendor and in such an event, the Bank will in addition to and without prejudice to
 - a) notice to Vendor of any such claim without delay/provide reasonable assistance to Vendor in disposing of the claim;
 - b) sole authority to defend and settle such claim and;
 - c) will at no time admit to any liability for or express any intent to settle the claim provided that any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

37. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product/ services used/supplied by Cash Replenishment Agency for performing Services for the Bank as part of this RFP, Cash Replenishment Agency shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Cash Replenishment Agency.
- ii. Without the Bank's prior written approval, Cash Replenishment Agency will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Cash Replenishment Agency shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iv. The Bank will give (a) notice to Cash Replenishment Agency of any such claim without delay/provide reasonable assistance to Cash Replenishment Agency in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Cash Replenishment Agency shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Cash Replenishment Agency shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Cash Replenishment Agency shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Cash Replenishment Agency shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Cash Replenishment Agency's compliance with the Bank's specific technical designs or instructions (except where Cash Replenishment Agency knew or should have known that such compliance was likely to result in an infringement claim and Cash Replenishment Agency did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- vi. Cash Replenishment Agency agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this

RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Cash Replenishment Agency shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.

- viii. All information processed by Cash Replenishment Agency during software maintenance belongs to the Bank. Cash Replenishment Agency shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Cash Replenishment Agency will implement mutually agreed controls to protect the information. Cash Replenishment Agency also agrees that it will protect the information appropriately.

38. LIQUIDATED DAMAGES:

If Cash Replenishment Agency fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

39. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or



- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- iv. SBI requires that bidder provide professional, objective, and impartial advice and at all times hold SBI's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from SBI.
- v. Without limitation on the generality of the foregoing, bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:
- (a) **Conflicting Assignment/ Job:** A bidder or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Bidder / it's Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.
 - (b) **Conflicting Relationships :** A bidder that has a material business or close family relationship with a member of SBI's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to SBI throughout the selection process and the execution of the Contract. The respondent to RFP is expected to provide complete details of SBI staff associated with the Bidder

in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

- vi. Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of SBI, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if SBI comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during the bidding process or the termination of its Contract during execution of assignment.

40. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **“Corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes

making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

(a) **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled

vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 39 " *CODE OF INTEGRITY AND DEBARMENT/BANNING* " sub-clause (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;

- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents.
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

41. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Cash Replenishment Agency fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
 - (b) If Cash Replenishment Agency fails to perform any other obligation(s) under the RFP/Agreement;
 - (c) Violations of any terms and conditions stipulated in the RFP;
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Cash Replenishment Agency under abovementioned sub-clause (i) (a) to (c), the Bank shall provide Cash Replenishment Agency with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Cash Replenishment Agency, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Cash Replenishment Agency shall be liable to the Bank for any increase in cost for such similar Services. However, Cash Replenishment Agency shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Cash Replenishment Agency shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Cash Replenishment Agency shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Cash Replenishment Agency to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Cash Replenishment Agency. The existing Cash Replenishment Agency shall continue to provide services as per the terms of the Agreement until a 'New Cash Replenishment Agency' completely takes over the work. During the transition phase, the existing Cash Replenishment Agency shall render all reasonable assistance to the new Cash Replenishment Agency within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Cash Replenishment Agency beyond the term of this

Agreement, reasons for which are not attributable to Cash Replenishment Agency, payment shall be made to Cash Replenishment Agency for such additional period on the same rates and payment terms as specified in this Agreement. If existing Cash Replenishment Agency is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

42. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Cash Replenishment Agency and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Cash Replenishment Agency shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Cash Replenishment Agency 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.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Cash Replenishment Agency shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

43. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Cash Replenishment Agency, if Cash Replenishment Agency becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Cash Replenishment Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

44. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Cash Replenishment Agency shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

45. DISPUTES RESOLUTION:

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.
- ii. Cash Replenishment Agency shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

- Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

46. GOVERNING LANGUAGE:

The governing language shall be English.

47. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

48. TAXES AND DUTIES:

- i. Cash Replenishment Agency shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Cash Replenishment Agency shall include all such taxes in the quoted price.
- ii. Prices quoted should be inclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix- F**).
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products/services at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Cash Replenishment Agency and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**
- iv. Prices payable to Cash Replenishment Agency as stated in the Contract shall be firm and not subject to adjustment during performance of the

Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
- (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
 - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.
 - (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.
- vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Cash Replenishment Agency. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

49. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Cash Replenishment Agency. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Cash Replenishment Agency from his responsibility to pay any tax that may be levied in India on income and profits made by Cash Replenishment Agency in respect of this Contract.
- ii. Cash Replenishment Agency's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Cash Replenishment Agency shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

50. TENDER FEE:

Tender fee is exempted under this RFP.

51. EXEMPTION OF EMD :

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption for EMD for (Micro & Small Enterprises (MSE) units and Start-ups is not applicable as providing CRA services are not under this category.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date /

extended due date for Bid submission.

- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.
- vi. EMD is exempted to certain categories under this RFP. Those Bidders have to submit undertaking in the lines that:-

"We undertake that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a security / performance bank guarantee before the deadline defined in the RFP, we will be debarred for the period of time specified under Debarment / Banning clause mentioned elsewhere in this RFP from being eligible to submit bids for future contracts with the Bank."

52. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing / through email and to be confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

Part-II

Appendix –A

BID FORM (TECHNICAL BID)

[On Company's letter head]
(To be included in Technical Bid)

Date: _____

To:

**The Deputy General Manager (I&R),
State Bank of India,
Corporate Centre,
Anytime Channels Dept.,
3rd floor, The Arcade, World Trade Centre,
Cuffe Parade, Mumbai 400005.**

Dear Sir,

Ref: RFP No. SBI/ACV/2024-25/006 dated: 20.12.2024

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized Cash Replenishment Agency, on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.
 - The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as

successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.

- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we **do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices** by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we have a support center and level 3 escalation (highest) located in India.
- xv. We hereby certify that on the date of submission of Bid, we **do not have any Service Level Agreement pending to be signed with the Bank** for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we ~~and our OEM~~ are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We



certify that we fulfil all the requirements in this regard and are eligible to participate in this RFP.

- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.
- xix. We undertake that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a security / performance bank guarantee before the deadline defined in the RFP, we will be debarred for the period of time specified under Debarment / Banning clause mentioned elsewhere in the RFP from being eligible to submit bids for future contracts with the Bank.”(Applicable in case of Bid security/ EMD exemption)

Dated this day of 20..

(Signature) (Name)
(In the capacity of)

Duly authorised to sign Bid for and on behalf of
_____ **Seal of the company.**

Appendix-B

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Bidders who do not fulfil any of the below criteria need not apply. Bidders should be capable to cater services spread PAN India.

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India performing cash transportation/replenishment activities for Scheduled Commercial banks/ cooperative banks/ private sector banks / Nationalized banks.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in Appendix A in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3.	The Bidder must have an average turnover of minimum Rs.100 crore during last 03 (three) financial year(s) i.e., FY21-22, FY22-23 and FY23-24. And Copy of half yearly audited financial statement for FY 2024-25 OR Provisional half yearly		Copy of the audited financial statement along with profit and loss statement for corresponding 3 years and / or Certificate of the statutory auditor. And Copy of half yearly audited financial statement for FY 2024-25 OR Provisional half yearly

	financial statement duly certified by Company Secretary with declaration stating that there is no deviation more than 10% in provisional statement submitted to the Bank.		financial statement duly certified by Company Secretary with declaration stating that there is no deviation more than 10% in provisional statement submitted to the Bank.
4.	The Bidder should be profitable organization on the basis of profit before tax (PBT),for last two financial years.		Copy of the audited financial statement along with profit and loss statement for corresponding 3 years and / or Certificate of the statutory auditor.
5	Financial minimum net worth requirement of ₹ 100 Crores as on date as stipulated under MHA guidelines. The net worth of at least ₹ 100 Crores should be maintained at all times		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current year 2023-2024 may be submitted.)
6	CRA should have been engaged in cash replenishment in ATMs / ADWMs at a minimum of 3000 ATMs as on 30/09/2024 across the country for a minimum of 3 scheduled commercial banks at least for last 3 years.		Certificates of satisfactory performance from these banks shall be submitted to the Bank as per Appendix-S
7	CRA should be providing cash replenishment services in minimum 15 States/UT and minimum 50 no of ATMs in each state.		Certificate from Bank/Client should be submitted to the Bank.
8	Minimum fleet size of 300 specifically fabricated cash vans as per MHA guidelines (owned / leased).		Certificate of Declaration with vehicle details. Lease Deed should be provided in case of leased cash vans.
9	The Bidder should either be Class-I or Class-II local supplier as defined under this RFP.		Certificate of local content to be submitted as per Appendix-G.
10	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector		Bidder should specifically certify in Appendix A in this regard.

	Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		
11	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.		Bidder should specifically certify in Appendix A in this regard.
12	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.
13	Bidder should not be a defaulter with respect to their services and financials as on date of RFP.		Self-declaration on Bidder Letterhead.
14	The bidder should ensure that there are no pending cases against the bidder involving cheating/ fraudulent activities. In case there are any such incidents, full details have to be furnished to Bank along with clarifications.		Bidder has to submit an undertaking to this effect duly notarized on applicable stamp paper of the state, signed by authorized Signatory / Company Secretary.

15	The CRA shall ensure that a Help Desk is available 24*7*365 for the entirety of the contract duration. The Help Desk shall have a toll-free telephone number with multiple lines as specified by the Bank and serve as a single point of contact		Details of Help Desk, address, telephone numbers and toll-free number should be submitted.
16	CRA or its authorised Security Agency should comply PSARA (Private Security Agency Regulation Act 2005) guidelines.		Copy of PSARA License should be submitted.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Eligibility criteria mentioned at SI No 3 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

- i. Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 3 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Name & Signature of authorised signatory
Seal of Company

Appendix-C

Technical & Functional Specifications

	Technical/Functional Bid Rules for Appendix-C
F	Available Out of Box- Fully as part of Solution
C 1	Will be provided as Customization between 1- 180 days from the date of purchase order.
N	It is not possible to provide this feature.
Note 1	Applicant needs to give one of the above values in column F/C1/N in the following table as regards to compliance.
Note 2	Applicant to give supporting brochures / documents / presentation etc. in support of the undernoted each of the Technical / Functional / Requirement of Solution.
Note 3	F / C1 / N: Any wrong reporting in the column 'F / C1 / N ', which subsequently transpired during beginning of contract/services or any stage shall render the Applicant liable to be blacklisted for the future participation in the RFPs/Tenders of the Bank and forfeit the EMD
Note 4	Map your module: Applicant to clearly spell out against each of the Technical/Functional Specifications/Requirement of Solution, the name of the applicant's module where 'F/C1' have been given in the column Validation Criteria.
Note 5	Mention Page No. of RFP Submitted: Applicant to invariably mention the page number of RFP against each of the Technical / Functional Specification with supporting technical brochures / documents / presentation etc, failing which, it will be at the discretion of the Bank to treat the same as Not Feasible - 'N', which may render the bidder ineligible in the future process of RFP.
Note 6	Mandatory: Means Requirements/functionality should either be available Fully as part of the solution [F] or through Customization [C1].
	Any comment or caveat or exception or assumption against each of the point or separately will not be considered and Bank reserve the right to treat the same as 'N', which may render the bidder ineligible in the further process of RFP.
Note 7	Applicants need to give one of the values(C1), if the feature is not readily available and needs to be customized based on the readiness duration as mentioned above.

Modul	Item	Feature Id	Features	Mandatory	Validation Criteria	Map your Module	Give Page No.of RFP Submitted
MGD	CASH-MGM	AD1.1.0	Tracking delivery of cash		F/C1/N		
MGD	CASH-MGM	AD1.2.0	Tracking delivery of cash. Ability of MS tool to integrate with a generic tracking tool		F/C1/N		
MGD	CASH-MGM	AD1.3.0	Analysis of cash usage and cash forecasting		F/C1/N		
MGD	CASH-MGM	AD1.4.0	Management Reports				
MGD	CASH-MGM	AD1.4.1	- Comparing historical data		F/C1/N		
MGD	CASH-MGM	AD1.4.2	- Reporting of trends		F/C1/N		
MGD	CASH-MGM	AD2.1.0	ESR - Secure electronic interface between CRA Management Centre and Bank (ESR- Electronic Settlement Report)		F/C1/N		
MGD	CASH-MGM	AD2.2.0	ESR - Standardized replenishment data & mechanism to ensure consistent/timely movement of data		F/C1/N		
MGD	CASH-MGM	AD2.3.0	ESR - Consolidate Settlement and Reconciliation reports		F/C1/N		
MGD	CASH-MGM	AD2.4.0	ESR - Identify discrepancies, missed settlements and other performance issues		F/C1/N		
MGD	CASH-MGM	AD2.5.0	ESR - Consolidate vault reconciliation reports, settlement reports and bulk cash acknowledgements		F/C1/N		
MGD	HELP-DESK	AI.2.0	Toll free telephone number with multiple lines (minimum 100)		F/N		
MGD	HELP-DESK	AI.3.0	Must be the single point of contact for Bank for help,		F/N		

			checks on status of an ATM problem, Kiosk/kiosk equipment problems, managing multiple parties to resolve problems				
MGD	HELP-DESK	AI.5.0	Supplemental support for variations in business patterns		F/N		
MGD	HELP-DESK	AI.8.0	Proactive problem resolutions		F/N		
MGD	HELP-DESK	AI.9.0	Coordination/management of multi-vendor support		F/N		
MGD	REQS	AI.11.0	Services will be provided on 24x7x365 basis		F/N		
MGD	CASH-REPL	AK.1.0	Should have all arrangements as per MHA/RBI Guidelines		F/N		
MGD	CASH-REPL	AK.2.0	Cash replenishment agencies should have operational experience in handling cash replenishment/evacuation		F/N		
MGD	CASH-REPL	AK.3.0	Should have vault in 30 Tier 1 and Tier 2 Cities as identified by IBA/RBI at present and Pan India within 180 days of Purchase Order or as stipulated by RBI, whichever is earlier, Security guards and other necessary infrastructure		F/N		
MGD	CASH-REPL	AK.4.0	Should have insurance for activities undertaken. Should have 100 % insurance cover for the cash retained in the vault as well as cash-in-transit		F/N		
MGD	CASH-REPL	AK.5.0	There should be no cap to the number of cash runs performed per day / month		F/N		
MGD	CASH-REPL	AK.6.0	CRA shall have design and specifications of cash vans as to Make, Layout, Cash compartment security, Cash box security as per present MHA guidelines and need to upgrade if MHA or any other		F/N		

			government guidelines are revised thereafter without any extra cost to the Bank.				
MGD	CASH-REPL	AK.7.0	Cash Vans used for replenishment should be adapted for Cassette Swap		F/N		
MGD	OTC	AK.8.0	CRA should have OTC generation Software		F/N		
MGD	CASH-REPL	AK.9.0	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		F/N		
MGD	CASH-REPL	AK.10.0	The cash van shall be equipped with hooter, fire extinguishers and emergency lights to ensure quick reaction in case of an attack.		F/N		
MGD	CASH-REPL	AK.11.0	The cash van should have security alarm with GSM based auto-dialer with a motorized siren		F/N		
MGD	CASH-REPL	AK.12.0	The CRA should deploy Requisite number of trained staff per cash van		F/N		
MGD	CASH-REPL	AK.13.0	CRA should ensure Live GPS tracking of cash van during operations		F/N		

Name & Signature of authorised signatory

Seal of Company

Appendix-D

Bidder Details

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Company Pan Number	
7.	Company GSTIN Number	
8.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	

Name & Signature of authorised signatory

Seal of Company

Appendix-E

Scope of Work and Payment Schedule

CRA services under this RFP will be for the period of seven years which can be further extended for 3 Years (in one or more tranches), solely at the discretion of the Bank and will be binding on Bidders.

The scope of “Cash Replenishment Services” involves ATMs / ADWMs cash replenishment, cash management, MIS Reporting, etc. An indicative list of deliverables that the CRA shall be responsible for are as follows but are not limited to

1. Method of Replenishment
2. Cash Replenishment
3. Cash Reconciliation
4. Cash Management Services
5. MIS
6. Help Desk Service and Escalation Matrix
7. Cash Forecasting

1. Method of Replenishment

CRA shall be replenishing cash in ATMs through Cassette Swap Method only. Successful bidders shall fulfil all statutory requirement in this regard at their own cost. CRA should have infrastructure to implement cassette swap method ab-initio.

Cassette Swap method:

At the time of cash replenishment, CRA to remove lockable cassette and zeroize the Admin Balance at ATM, insert the pre-filled cash cassette and increase the admin balance with amount lying in the pre-filled cash cassette.

CRA to reconcile the physical cash of removed lockable cassette at vault with admin balance and BGL balance.

Any short / excess cash shall be reported to Bank on the same day but not beyond T+1 day with balancing receipt.

2. CASH REPLENISHMENT / CASH EVACUATION SERVICES :

- i. CRA shall have Vaulting facilities, fabricated cash van, Security and CCTV arrangements, etc as stipulated in MHA guidelines.
- ii. CRA will share the ATM wise, denomination-wise indent on T-2 days to respective Currency Chest / Cash-linked Branches of the ATMs as per the cash status on ESQ/Monitoring Portal/ cash dispensation pattern of the respective ATMs.
- iii. CRA should have an application tool/ software for Cash Forecasting (Cash Forecasting considering variables such as historical data of cash dispensation pattern, holidays, Factor of Safety), Cash Indenting (sending Indents to the branch via email) and sending EOD of ATMs reports to the designated branches.
- iv. CRA has to integrate its own software/application tool with Bank's Monitoring tool without any extra cost to the Bank.
- v. After going through the indents, the branch shall advise the CRA its cash availability position and arrive at the final indent on the T-1 day.
- vi. CRA shall withdraw cash from designated branch against Cash Withdrawal Requisition Slip / Cash withdrawal request as per format mentioned in **Annexure2** and supporting documents i.e. CRA Cash indent / Schedule Cash order as per format mentioned in **Annexure-3**, Cash indents shall be submitted to the Bank designated branch (Nodal Branch) via Email / or any other mode as defined by Bank to facilitate them to arrange delivery of cash.
- vii. CRA shall submit to Bank's designated branch a list of authorized signatories to sign withdrawal slip and authorized operation staff.
- viii. Bank shall provide the required sorted cash of ATM-fit notes to the CRA. CRA agencies shall check the quality and quantity of the currency notes at the time of delivery by the Bank before taking the same to their vaults or / and direct loadings in the machines. Bank shall take Undertaking Letter {as per format in Annexure-6 of this cash appendix} whenever the cash is handed over to CRA. Acknowledgement of the cash handed over to CRA to be taken in a register maintained for this purpose. CRA will be responsible for any shortage and fake currency thereafter.

- ix. CRA shall use secured cash van as per the specifications given in Annexure-1 or any future guidelines issued by RBI / MHA / regulatory / statutory authority at no additional cost to the bank. The CRA shall ensure that cash shall always be in joint custody of two persons and single individual is not allowed to handle cash at any time. Further, security guards shall be in each vehicle for transportation of cash safely and efficiently as per latest applicable RBI / MHA Guidelines and subsequent changes if any thereafter.
- x. Cash is to be issued by Bank from one or more designated branch in each city identified for this purpose. In case of emergency, Bank may direct CRA to collect cash from any other Branch / any other Private or Public Sector Bank / RBI Offices in the city.
- xi. The Cash will be provided on T-1 day to CRAs where vaults are available and daily overnight vaulting permitted by Bank. The bank shall permit daily overnight cash vaulting wherever vaults are available. Vaults should be as per Bank / RBI / MHA guidelines.
- xii. Cash replenishment at ATMs shall start in the early morning by providing cash to the Cash Replenishment Agency (CRA) one day in advance (T-1)
- xiii. The CRA shall ensure that the entire cash handed over by the Bank is replenished in the ATMs by end of the day against which it had been provided. Reconciliation in this regard must be done on T+1 calendar day basis (where T is the replenishment day) In any case the cash must reconcile by depositing in Branches on T+1 calendar day basis, failing which an interest @ clean overdraft rate prevalent at the material time will be recovered from the CRA.
- xiv. In case, any machine is faulty, and the fault can't be resolved at the time of cash replenishment, then the cash provided for that machine to be returned to the Branch before the closing hours of the Branch. In case of emergency, or Branch is closed, or any other cases deemed fit by the Bank, Bank shall provide specific instructions and permission for vaulting at CRA's risk. In case of vaulting, CRA shall store cash in locked and / or sealed containers in the vault, separate from other customers' valuables maintained at the vault. CRA should inform the Branch the next day and can use the cash for replenishing other ATMs by getting specific instruction from the Bank's designated linked Branch.
- xv. CRA should provide Cash Balance Report (CBR), Vault Closing Balance Report (VCB) and Overage & shortage report (OSR) to BANK designated

linked branch daily via email. The Branch shall reconcile the same on daily basis.

- xvi. In case, Bank decides to use its own OTC infrastructure, Bidder should be able to adopt the OTC usage process laid down by Bank, at no additional cost to bank.
- xvii. The CRA shall ensure that no cash out in ATMs due to delay in the replenishment on their part.
- xviii. If due to any reason e.g., unexpected high withdrawals, subsequent loading(s) in a day is / are required, CRA should arrange for such replenishment activity (ies) immediately, without any cost to the Bank.

Wherever daily overnight Vaulting not available:

- i. T day: Replenishment Day
- ii. The CRA will share the ATM wise, denomination-wise indent on T-1 day morning to the respective Currency Chest / Cash-linked Branche(s) as per the cash dispensation pattern of the respective ATMs.
- iii. The Branch and CRA to arrive at the final indent on T-1 day. The Branch shall keep the cash separately ready at T-1 End-of-day so that the cash be provided to CRAs early morning on the T Day.
- iv. CRAs to collect cash early morning in Bank working hours and commence replenishment on the T Day.
- v. The balance in CRAs zero balance account should be NIL by end of day. No cash shall be vaulted in CRAs offices/premises. In case of emergency or any other cases deemed fit by the Bank, Bank shall provide specific instructions and permission for storing of cash. In such case, CRA shall store cash in locked and/or sealed containers, separate from other customers' valuables maintained with CRA. The amount of cash with CRA shall be reflecting in CRAs zero balance account.

CASSETTE SWAP SERVICES

- i) In Scenario 1{(i.e Phase 12 now replaced by Phase 18 ATM's) Cash Replenishment/ Cash Evacuation/ Management Centre Activities using Cassette Swap Method **without Cassette**}, the ATMs are under Comprehensive warranty including repair/replacing cassettes with respective OEM for normal wear/tear for entire Contract period. Any damage in Cassettes due to mishandling by CRA, the replacement cost to be borne by CRA itself. It is CRA's responsibility to provide un-interrupted Services, even in case of any dispute arise between CRA and OEM with regards to Cassettes. Initially, Bank shall provide the CRA with one default set of lockable cassettes and one additional set cassette, including a reject bin, for each ATM to implement Cassette Swap Method.
- ii) In Scenario 2 {(i.e Phase 13 ATM's) Cash Replenishment/ Cash Evacuation/ Management Centre Activities using Cassette Swap Method **with Cassette, CRA has to bear the cost of Cassettes and reject bin and cost of any repair/replacement of Cassettes to be borne by CRA for a period of 3 years and any extension thereof, if any at the discretion of the Bank. After the ATM machines are replaced with new ones, the rate and terms and conditions of Serial no. 1 shall apply. It is to be ensured that only the original OEM's cassettes with specific Make and Model are to be used for replacement of cassettes.**

Sr No	Phase	Make/Model of ATM
1	Phase 12	Diebold- D 429 CD, NCR- SELF SERVE 22E
2	Phase 13	Hyosung – MX5600S
3	Phase 18	NCR- SE Cash, Perto- CD5160
4	Phase 15	NCR- SE Cash, Perto- CD5160, AGS- PC280F, Diebold-DN100

- iii) The CRA must ensure the use of OEM-specified cassettes, compatible with the ATM's make and model, throughout the contract period, including any extensions, If any
- iv) Bank will handover Additional Cassette(s) & reject bin(s) to the Cash linked branch, which will be handed over to the CRA, when CRA commences cash replenishment through Cassette Swap Method for that ATM.

Note: If CRA uses “ADD Cash” Method for cash replenishment for a particular ATM, then bank will NOT provide additional set for that ATM. Additional set will be provided only when CRA commences Cassette Swap Method of replenishment

3. Cash Reconciliation

- i. The CRA should undertake ATM cash reconciliation on the same day but not later than T+1 by furnishing the Cash Balance Report, Cash Replenishment report, Cash evacuation report, Admin slip, ensure that the physical cash as per the Cash Balance Report tallies with all the counters and ATM General Ledger accounts.
- ii. Cash difference (excess or short), if any, has to be reported to the Bank on same day but not later than next day, failing which the Vendor shall be liable for the loss incurred by the Bank (if any).
- iii. Any cash loss to the Bank due to cash shortage in ATMs shall be intimated to the CRA, with supporting documents / proofs after submission of reports by the CRA. The CRA shall respond to such communication within 3 calendar days from the receipt of the intimation failing which, CRA shall be liable for the said loss. Supporting documents / proofs include but are not limited to:
 - a. Cash replenishment report, Cash Evacuation report, Admin Slip and ATM counters for the time period the variance was discovered and the same report(s) for the previous and post settlement periods.
 - b. Copies of Bank’s ATM reconciliation reports indicating the ATM’s beginning, ending and dispensed totals for the time period the variance was discovered.
 - c. Cash balance report (CBR) including excess/short and no difference Cash report,
 - d. Copies of the suspect transactions report.
 - e. Bank’s calculation of the claimed variance.
 - f. The CRA shall be responsible for reconciliation of cash and resolution of all disputes related to ADMIN transactions at the ATM and Vault.

4. CASH MANAGEMENT

- (i) The CRA shall provide cash management services to monitor and manage the availability of cash in the Bank's network of ATMs as per the requirement of Bank.
- (ii) Factor of Safety (FoS), i.e., the ideal amount of cash that should be present in the ATM to prevent cash out and idle cash situation. FoS shall be fixed as per the Bank's requirements. FoS will be calculated on a daily basis at every individual ATM (except days prior to the Bank Holiday). There shall be no FoS penalty for the first three months for any newly installed ATM.
- (iii) At any point during the contract period, the Bank may decide to change the loading process for some/all the ATMs. The CRA shall ensure cash verification by Bank's designated officials, authorized agents.
- (iv) The CRA shall ensure cash verification once a month to verify cash position in the ATM and submit verification reports for each month to the concerned Bank department by the 15th of the next month.
- (v) CRAs shall manage and report all cash placements, store spare currency for Scheduled and Unscheduled Replenishments, in the manner, frequency and amounts mutually agreed with Bank.

5. MIS

- a) CRA should provide any MIS Report sought by the Bank during the contract period and extension(s) thereof, within the timeframe specified by the Bank, at no cost to the Bank.
- b) CRA shall assist in meaningful analysis of performance for improving uptime and availability of ATMs.
- c) CRA shall have to translate dynamically, the status information of all machines in the network / MIS as seen through their Management Centre into web pages, which can be accessed by Bank's Users Role based, if required. The summarized data provided by CRA on the Web Server shall be classifiable at Multiple levels such as machine-wise, LHO wise, Zonal Office wise etc. or as may be intimated by Bank.
- d) CRA shall furnish the Standard Report promptly including exceptions for SLAs of all connected Cash Replenishment Agency's along with

their stipulated periodicity as appended below which Bank may at its discretion add to / delete from the list:

Sl. No.	Reports	Description
MONTHLY		
1	Consolidated Cash Out Report with cause and TAT analysis	Monthly with machine ID, date and reasons
2	Analysis of cash forecasting recommendations	No. of occasions machines went out of cash despite providing cash in time as per recommendations.
3	Consolidated Reports on calls (with TAT)	Region-wise report of calls per machine
FORTNIGHTLY		
4.	Consolidated Exception Report	Consolidated list of machines which were out-of service due to Cash Out reasons for more than 4 hours for each instance, with downtime break up and the reasons with remedial plans.
WEEKLY		
5	Report on Factor of Safety (FoS)	Circle-wise weekly report along with daily closing balance in each machine.
Daily		
6	Urgent Actionable Information	Urgent actionable information on cash out, cash jams, cash handler, low currency cassette etc, through SMS
7	Cash Recommendations	Recommendations for optimum amount of cash to be loaded to avoid cash outs and idle cash.
8	Consolidated Cash Recommendations	Consolidated list of all cash recommendations sent to branches.
9	Cash Recommendations Not Followed	List of machines which went out of cash on account of non-adherence to cash recommendations sent.
10.	Daily FOS report (Circle wise)	Machine-ID wise FoS Report with details of cash dispensed, opening balance, cash replenished and cash evacuated.
11	Daily Cash Reports	Cash balance report (CBR) including excess/short and no difference Cash report

12	Other Cash Reports	Vault Closing Balance Report (VCB) and Overage & shortage report (OSR) to BANK designated linked branch daily via email.
On Demand		
13.	Cash Out Report	Incidents of Cash Out
14.	Hourly Current Status report	Current status on demand in crises like Bank strike, rains, floods, regulatory requirement etc
15.	Ticket History Report	For chronically ailing ATMs
16	OTC Report	As and when required.
17	BCP as per Banks Format	Certification from CRA required
18.	Any other report	As and when required.

6. COMPLIANCE OF STATUTORY AND OTHER RESPONSIBILITY: -

- i. The CRA should ensure that existing and time to time issued statutory, regulatory and all other guidelines are compiled during the contract period and extension thereof, with respect to the cash-in-transit, cash held in vaults and cash loaded or cash evacuated in / from ATM etc.
- ii. It shall be the sole responsibility of the CRA to obtain required licences, permissions etc. from local or any other authority for cash transit or vaulting.
- iii. Any penalty charged to the Bank for non-compliance with any guideline or for non-obtainment of required permissions, licenses by the CRA will be compensated by the CRA to the bank.
- iv. In the event of seizure of Bank's cash for non-compliance of any guidelines or non-obtainment of required licenses, permissions etc by the CRA, all costs incurred for release of bank's cash will be borne by the CRA.
- v. CRA must adhere to present / future guidelines / notifications issued by RBI / GoI / any other regulatory / Statutory body without cost to the Bank. The following list is illustrative but not exhaustive:
 - a **RBI DCR.No.BP.BC.76/21.04.158/2014-15 dated March 11,2015 - Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by Banks.**

- b **RBI/2017-18/ 152 dated 06.04.2018: (Cash Management activities of the Banks- Standards for engaging the Cash Replenishment Agency and its subcontractor)**
 - c **RBI -DCM No. 2746/10.25.07/2018-19 dated May 14, 2019- Reconciliation of transactions shall be done between the bank, the Cash Replenishment Agency and its sub-contractors at least on a T+3 basis**
 - d **Gazette Notification issued by Ministry of Home Affairs (MHA), New Delhi on 8th Aug. 2018 (as described by in Annexure I)**
 - e **RBI Cash out Penalty: RBI/2021-22/84DCM (RMMT) No S153 / 11.01.01 / 2021-22 dated 10.08.2021.**
 - f **RBI's notification No. RBI/2017-18/162DCM(Plg.), No. 3641 / 10.25.007 / 2017 -18 dated 12th April 2018, RBI/2021-22/71 DCM (Plg.) No. S39 / 10.25.007 / 2021-22 dated 12th July 2021 and RBI/2021-22/190 DCM (Plg.) No. S 1117/10.25.007/2021-22 dated 31st March 2022 etc.**
 - g **RBI notification no RBI / 2021-22/84 DCM (RMMT) No. S153 / 11.01.01 / 2021-22 August 10, 2021 for Cash out ATMs**
 - h **Circular no. RBI / 2018-19 / 214 DCM (Plg.) No.2968 / 10.25.007 / 2018-19 dated June 14, 2019, on E-surveillance, OTC locks & Grouting.**
 - i **RBI circular no DCM (RMMT) S2070/20.02.002/2024-25 dated October 18, 2024**
- vi. The CRA shall be fully responsible for the actions and integrity of the persons employed to carry out the functions of cash replenishment like loading and unloading of cash in the ATM.
- vii. The CRA must comply with the gazette notification issued by Ministry of Home Affairs (MHA) dated 08th August 2018 described in **Annexure – I** under this RFP.
- viii. Cash should be transported only in the owned / leased security cash vans of the CRA or its first level sub-contractors. Each cash van

should be a specially designed and fabricated Light Commercial Vehicle (LCV) as per MHA guidelines having separate passenger and cash compartments, with a CCTV covering both compartments.

- ix. The passenger compartment should accommodate two custodians and two-armed security guards (gunmen) besides the driver.
- x. No cash van should move without armed guards. The gunmen must carry their weapons in a functional condition along with valid gun licenses. The Service Provider or its first level sub-contractor should also furnish the list of its employed gunmen to the police authorities concerned.
- xi. Each cash van should have tubeless tyres, wireless (mobile) communication and hooters. The vans should not follow the same route and timing repeatedly so as to become predictable. Predictable movement on regular routes must be discouraged. Staff should be rotated and assigned only on the day of the trip. With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.
- xii. Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents.
- xiii. All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems live CCTV monitoring with recording for at least 90 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors.
- xiv. Critical information like customer account data should be kept highly secure. Access to the switch server should be restricted to banks. Interfaces where a bank gives access to the service provider or its subcontractor to the bank's internal server should be limited to relevant information and secured.

- xv. In case ATMs / ADWMs required access to the ATM chest for repair and maintenance of machines. CRA shall coordinate with the ATM / ADWMs vendors and arrange providing the access to chest within the 2 hours of receipt of communication. The liability of Cash lying in the ATM during maintenance will rest with the CRA Vendor.

7. Liabilities and Recovery of Losses: -

- i. The provisions of this Section govern the liability of CRA for any claim of Damage, lost, missing, or stolen Currency and, with respect to such losses, supersede any inconsistent provision in Agreement or any other agreement, addendum, or appendix signed by the parties.
- ii. For the purposes of this, the amounts of the following defined terms shall be:
- a. Transit Loss Liability for the CRA will be the total amount given by the Bank Plus Cash Evacuated, if any Minus Cash replenished in ATMs.
 - b. Vault Loss liability for the CRA will be the total amount given by the Bank to the CRA less the amount actually replenished out of that total amount plus the amount actually evacuated, if any.
 - c. In case of exigencies, like continuous Holidays, festival seasons, etc. whenever the vault limit is increased by LHO, the above loss liability limits shall increase accordingly. Insurance policy should be able to cover the enhanced vault limits.
- iii. CRA shall be liable for ATM Loss, Transit Loss and Vault Loss or any other type of loss in any scenario.
- iv. CRA shall be liable for any Vault Loss up to the Vault Loss Liability Limit. CRA's liability shall commence when Currencies have been delivered into a vault and shall terminate when they are either (a) delivered to Bank or Bank's designated consignee or agent; or (b) placed in a Secured Cash Van owned, operated by, or under the control of CRA.
- v. CRA shall be liable for any Transit Loss up to the Transit Loss Liability Limit. CRA's liability shall commence when Currencies have



been placed in CRA's Secured Cash Van and shall terminate when they are either (a) delivered to Bank or Bank's designated consignee or agent; or (b) delivered to, and deposited in, an ATM and CRA has secured the ATM vault and departed from the room or immediate area where the ATM is located.

- vi. Vault Loss (es) and Transit Loss (es), if any, shall be made good by CRA to BANK within 15 (Fifteen) days of occurrence of such loss without waiting for admissibility or settlement of the insurance claim. If the CRA fails to make such payment with the said period of 15 days from date of occurrence/discovery whichever is earlier, then Bank reserves the right to recover the same by invoking the Bank guarantee.
- iii. In addition to the damages and remedies expressly set forth, CRA shall be liable to Bank, either directly or bypass-through claims of indemnity or contribution for claims of third parties, for any moneys, damages, relief, or remedies, irrespective of whether the claim arises in common law, tort, statute, or equity.
- iv. In case of any ATM loss (es), discrepancy / difference in the report generated on the ATM and the physical / actual cash, if after Bank investigation, it is proved that the shortage / difference of cash, if any, between the report generated and the physical cash, is on account of the lapses on the part of the CRA, CRA shall make the payment within 7 (seven) days from the day it is proved.
- v. Defrauded amount if any, shall be made good along with interest thereon at SBI Banks' prevailing clean overdraft interest rate at material time along with penalty at the rate of 3 percent of the defrauded amount, by CRA to Bank within 15(Fifteen) days of occurrence of such fraud without waiting for admissibility or settlement of the insurance claim, if any. If the CRA fails to make such payment with the said period of 15 days, then Bank reserves the right to recover the same from monthly invoices or / and by invoking the Bank Guarantee(s) submitted.
- vi. CRA shall allow Bank, its authorized representatives, RBI and other regulatory & statutory bodies to conduct vault audits at location where currency vaulting services is provided. Audits shall be conducted by Bank at its own cost during normal business hours. Bank representatives shall carry a letter authorizing them to conduct such audits along with their identity cards, any Bank official without

the said authority letter and identity cards shall not be allowed by CRA to conduct audits.

8. BANK GUARANTEE FOR CASH SERVICES: -

The CRA shall submit to the concerned LHOs / Circles, a Bank Guarantee for the term of 87 months @ Rs. 50,000/- per ATM in the specified format for securing the obligations in respect of cash loss in the number of ATMs allotted in each LHO / Circle during the contract period and extension thereof. For any further addition of ATMs allotted to the CRA during the currency of the agreement, additional Bank Guarantee, on the same terms and conditions for added number of ATMs, shall have to be provided by the CRA to the LHOs / Circles. In the event of failure on the part of the CRA to pay for cash losses, the Bank shall be entitled to invoke the Bank Guarantee(s).

9. OTHER TERMS: -

- i. Captioned services (Cash Replenishment services) will be availed at the ATMs located anywhere in India at the discretion of the Bank.
- ii. CRA shall submit Board approved **Business Continuity Plan (BCP) / Disaster Recovery Plan (DRP) as per Banks Format** every year mandatorily or as and when required by the Bank, for Cash Replenishment / Evacuation services acceptable to the Bank.
- iii. If the Bank provides a generic tool for monitoring of movement of cash the CRA shall integrate it with their system without any additional cost to the Bank.
- iv. CRAs should have adequate Insurance for the Bank's cash in vault / Cash -in transit and a copy of the same should be submitted to respective LHOs.
- v. Vaults will be subjected to audits by the RBI/ Bank / Auditors whenever required.
- vi. CRA shall arrange for daily EOD and prepare daily End-of-Day (EOD) activity report [ATM ID wise] as per prescribed format mentioned in Annexure-4, supervisory counters and admin slips under the signature of CRAs performing cash replenishment and submit to Bank same day but not later than next day. CRA shall provide Cash Balance Report (CBR), Vault Closing Balance Report (VCB) and Overage & Shortage

Report (OSR) as per format mentioned in Annexure-5 to Bank designated linked branch daily via e-mail.

- vii. **Vault Balancing:** CRA shall provide records of cash received and cash disbursed to and from the vault with the previous day's verified records to the cash linked branch daily. The closing balance shown in the vault closing balance report (VCB) should be equal to physical cash balance at the vault.
- viii. Bank agrees that neither Bank's employees nor any third party shall have access to ATM vaults. However, in case of fault requiring access to vault for rectification/repair of ATM by the OEM/Vendor, CRA shall provide access to vault under their supervision without delay and without liability to the bank.
- ix. During the course of contract, if any particular denomination is to be included as per guidelines issued by the GOI / RBI / Bank etc and it is needed that the ATM should be configured to continue dispensing the other new denomination, than it is mandatory that the CRA should arrange to configure the Cassettes as specified by the GOI / RBI / Bank etc.
- x. CRA shall ensure replenishment of small denomination currency notes specifically, Rs 100/ or Rs 200/- in all ATMs or as decided by the bank.
- xi. The joint Custodians of CRA must attend the machine (Visit the ATM machine) immediately if there is any cash related fault in the ATM and the personnel/executive needs to open the machine for fault repairs. The joint Custodians should provide timely support to the OEM/MS Vendor personnel/executive by attending the ATM when there is any maintenance/repairs/fault in the lower hood/ATM Vault. The joint Custodians will be responsible for any shortage or any discrepancies in cash after the call is attended by the personnel/executive.
- xii. After the ticket is lodged, the Joint Custodians have to reach within 2 hours at the faulty ATM site to attend the FLM call.

Following TAT/Penalty would be levied if the joint custodian does not attend the FLM call:

Category	Resolution Time/ TAT	Penalty
VIP ATMs	2 Hours: Irrespective of the population group/ category	Rs 1200/- per ATM per hour.
Regular ATMs	i. 4 Hours: At Metro, Urban and Semi-urban locations ii. 6 Hours: At Rural locations	Rs 1000/- per ATM per hour.

The Bank will have sole discretion to permit the grace travel time depending on the circumstances. The Bank has the discretion of classifying the ATMs as VIP or Regular subject to review.

CRA should ensure to coordinate and provide timely support to the OEM/MS Vendor with a view to resolve the incident and operationalise the ATM within the abovementioned resolution timelines.

xiii. Currency Sorting:

- A. Any shortage of cash because of CRA activities, whatsoever and for whatever reason, shall be made good to the Bank within 7 days without waiting for admissibility or settlement of the insurance claim. In the event of failure on the part of the CRA to pay for cash losses as per the terms and conditions, the Bank shall be entitled to invoke the Performance Bank Guarantee(s).
- B. Once the note packets are received and acknowledged, CRA would be responsible for shortage and fake currency if any, noticed subsequently. A penalty of Rs 10,000/- per instance will be levied on the CRA whenever any Counterfeit Currency is detected by any manner from the following: -
- Evacuated cash from the ATM.
 - Unreplenished cash returned to the Bank by CRA,
 - Genuine ATM-fit notes given by the Bank to CRA for cash replenishment in ATM, but counterfeit notes were mixed / exchanged with genuine ones and replenished in ATMs by CRA.
 - CRA shall compensate any loss to the Bank and / or penalty imposed on the Bank due to counterfeit currency.
 - CRA shall be responsible to make good the amount equivalent to the value of the counterfeit note immediately.

Cash out Exclusions:

CRA shall not be responsible for cash outs and related downtime of ATM, if it arises due to following reasons:

- a) Quantum of cash not received as per indents raised by CRA based on the dispensation pattern of ATM(s) and / or as per the envisaged Factor of safety (FoS) mentioned in this RFP.
- b) During the course of contract if any particular denomination is discontinued by the GOI / RBI / Bank etc and it is needed that the ATM should be configured to continue dispensing the other new / remaining denomination.

USE OF ONE TIME COMBINATION (OTC) FOR ATM VAULTS: -

- i. CRA has to ensure that all ATMs are operated for cash activities only with digital One Time Combination (OTC) locks. Bank will assist in getting required Keys from MS Vendor/OEM. CRA will have to operationalize OTC by integrating it with their system. ATMs are to be made cash live with OTC. Any machine which is Cash live and not OTC enabled, will attract penal provisions of Rs. 500/- per day till the date on which the machine is OTC enabled.
- ii. The combination lock should be made compatible with the Bank's OTC Infrastructure, if required by the Bank, without any additional cost to Bank.
- iii. ATM serviced, pursuant to this RFP, shall be equipped with the Mas Hamilton / KABA / S&G Lock / Securam or equivalent One Time Combination (OTC) locks. CRA shall: -
 - a. Implement centralized and mobile based OTC solution.
 - b. Adhere to all security protocols for OTC solution.
 - c. Activate OTC lock to route mode during Initial Currency Load.
 - d. Acquire, implement and operate the one-time combination dispatch software in route mode.
 - e. Make its records / audit trails available as and when necessary to investigate any operational issue or loss.
- iv. The CRA shall have necessary infrastructure and software required to generate and communicate one time password to its joint custodians at site. CRA shall mandatorily use OTC solution for every cash related activity at all sites. The CRA shall have

the capability of takeover of OTC password generation process within shortest time, in case of any exigency.

- v. For the purpose of cash replenishment / cash evacuation, CRA shall have a crew of two custodians and one-time combination to open the cash vault using the OTC Solution.

NOTICE OF SHORTAGES, LOSS, AND OVERAGES; CLAIMS: -

- i. If the reports provided by CRA, or other records or information of which Bank become aware, reveal a discrepancy (loss or overage), Bank shall give written notice of the discrepancy after the earlier of:
 - (a) CRAs delivery of tapes, reports, or other records which provide sufficient information to disclose, upon reasonable review, the discrepancy; or
 - (b) such time as Bank become aware of the discrepancy through any other means.
- ii. This notice is intended to permit CRA to commence its investigation and does not constitute a claim of loss.
- iii. Along notice required, Bank shall provide CRA with a claim and affirmative written proof of any ATM Loss, subscribed and sworn to by Bank, and substantiated by Bank's books, records and accounts, within the time prescribed herein. Bank shall retain and provide to CRA upon request any documentation provided to Bank by the CRA (including but not limited to vault documentation) relating to the ATM Loss, and Bank agree, upon CRAs request, to make available during regular business hours Bank's books, records, and accounts which relate to the alleged ATM Loss, and shall cooperate with and assist in the investigation thereof, including sharing with CRA all information that any person may have concerning the alleged ATM Loss and the circumstances surrounding the same. Each party's investigation shall include cooperating with the policies, procedures and requests for information of the internal security departments of the other party. Each party shall make available to the other party all records relating to the ATM Loss including, but not limited to, investigative reports and all records relating to access to the ATM.

- iv. Unless the notice of discrepancy required, and a claim and proof of ATM Loss are timely delivered to all addressees, all claims shall be deemed to have been waived. No action, suit or proceeding to recover for any such ATM Loss may be brought against CRA unless such action, suit or proceeding is commenced no sooner than six months and not later than twelve months from the time a claim is made.
- v. All notices and claims (including copies) must be delivered by express mail, same day or overnight courier providing proof of delivery. Notices by Bank to CRA over registered Email / address shall be deemed given on the day received.

Factor of Safety (FoS)

The service providers are entrusted with the task of arrangement for replenishment of ATMs with required cash ordinarily on a daily basis to ensure prevention of “**Cash Out**” as well as “**Idle Cash**” situations in the ATMs. For purpose of monitoring of cash level/requirement in ATMs, there is concept of “**Factor of Safety (FOS)**” in the respective RFPs/SLAs. The FOS is envisaged to be maintained at the prescribed level at 2 times (i.e. cash to be present always in ATM to the extent of double of the withdrawal) for “**Normal Days**” and at 2.5 times for “**Holidays**”.

In order to ensure the envisaged FOS level in ATMs, penalty provisions are incorporated in the respective SLAs executed with the Service provider. In case of breaching the same, penalties by way of interest @ “**Bank Clean OD**” rate are levied on the “**Excess Cash**” lying in such ATMs and are recovered from the Vendor’s bills.

(Excess Cash = Closing Balance – Ideal Cash)

(Whereas **Ideal Cash** = Average daily withdrawal of previous month * target FOS)

It is being observed that the dispense forecast being done is based on multiple factors considering salary period, historical pattern, festive seasons, etc. and hence varies from day to day/week to week. The period with higher dispense is being considered as “Peak period” and the lower dispense period is “non-peak” period.

ACCEPTANCE AND VERIFICATION: -

- i. CRA shall sort and verify the cash in Bank’s premises if Bank provides space and machines for counting of notes. Where Bank

does not have sufficient space and machine on its premises to count the currency, the CRA shall sort and verify by Note Sorting Machine (NSM) on same working day of receipt any Currency shipments accepted on Bank's behalf. Verification shall be performed in CRAs Vault under videotaped CCTV surveillance and documented dual control.

- ii. Bank shall cooperate to recover Valuables, including correcting the transaction (debiting the account) of any customer for an ATM Loss due to improperly dispensed Currency as a result of mis-loaded denominations, mis-configured cassettes, or mis-loaded cassettes.
- iii. Due diligence shall be done by CRA to identify forged notes. The forged notes found during sorting by the CRA, the same shall be returned to Bank and the Bank shall accept the same. Notes once accepted by either party shall be its sole responsibility.

HELP CENTRE ACTIVITIES

i. **Event/Incident Management Services** The CRA shall ensure receipt of service requests via a helpline number (Toll Free Number) to its Management Centre or as per the trouble ticket generated in the monitoring system.

ii. In case of Cash handler note jam and other Cash related faults/repairs in the lower hood of the ATM, CRA will be responsible for coordination with all stakeholders responsible for managing performance of the ATM.

- The CRA shall ensure communication link between Bank IT Center & their Management Center is always up and any cost that may arise for setting up the link/ any other technical integration between Bank & CRA will need to be borne by CRAs.

iii. Performance Management

- The CRA shall conduct monthly performance reviews with Bank at LHOs and Corporate Centre at mutually agreed schedules, dates and locations and representatives from both Bank and representative of CRA shall attend such performance reviews.

j) ATM Help Desk/ Escalation Matrix

i. The CRA shall ensure that a Help Desk is available 24*7*365 for the entirety of the contract duration.

ii. The Help Desk shall have a toll-free telephone number with multiple lines as specified by the Bank and serve as a single point of contact.

iii. The CRA shall ensure adequate capability of staff and infrastructure for receiving calls/ emails, identifying callers, understanding the incident reported, and logging & creating the ticket in the monitoring system for further action. The CRA shall ensure the support staff at Help Desk should be well trained to effectively handle queries raised by the Bank's customer / employees / vendors etc.

iv. . Contact details of all stakeholders shall be available with the Help Desk

Annexure 1

1. Physical/ Security Infrastructure:

- a. Minimum fleet size of 300 specifically fabricated cash vans (owned / leased).
- b. Cash should be transported only in the owned / leased security cash vans of the Cash Replenishment Agency or its first level sub-contractors.

2. Use of specially designed and fabricated cash van:

- a. No private security agency shall provide private security or private security guards to a Bank or a cash handling agency for cash transportation activities, unless such activities are carried out in a secured cash van, which complies with the conditions for design and specification specified in the First Schedule (given below), owned by it or owned by the Bank or the cash handling agency, as the case may be.
- b. No taxi or hired vehicle shall be used for cash transportation activities by the private security agency:

Provided that a vehicle which is on long term contract with the private security agency or Bank or cash handling agency and the vehicle complies with the conditions for design and specification laid down under sub-rule 4 (1) of MHA Model Rules may be used by the private security agency:

Provided further that in case of any remote location where private security agencies are not present and not serviced by a currency chest, any vehicle at such location may be used as an exception under the strict security control and support of the local police.

THE FIRST SCHEDULE

[See rule 4(1) of MHA Model Rules]

3. DESIGN AND SPECIFICATION FOR SECURED CASH VANS

a) **Make.** — The cash van shall—

- be a Light Commercial Vehicle, with an engine capacity of not less than 2200 CC, preferably turbocharged.
- be not more than seven years old;

- have tubeless tyres;
 - have a ground clearance of not less than 190 mm; and the passenger cabin should have factory built 4 doors and two rows of seats to accommodate 1 driver plus 1 armed security guard in front row and 3 passengers, including one armed security guard in the second row.
- b) Layout. —**
- i. Each cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) having separate passenger and cash compartments, with a CCTV covering both compartments. The cash van shall have the compartment for storing cash, physically separated and locked from the passenger compartment unit;
- c) Cash compartment security. —**
- i. The cash compartment should be inaccessible from outside the van unless operated internally through manual or electronic lock and cash compartment is specially reinforced with steel with only one door and grill gate;
 - ii. the entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance
 - iii. all windows and wind screen shall have wire mesh protection of not more than one square inch and each window mesh shall have a circular port-hole of six inches diameter for use of weapons
 - iv. the panic switches for operating the hooter are available with the driver and other occupants.
- d) Cash box security. —**
- Each of the cash boxes shall be secured to the floor with separate chains and have locks that can be opened or locked only by using separate keys kept with different custodians and cash for each bank shall be carried, preferably, in a separate box with the name of the bank written on it.
- e) Other security features. —**
- i) The cash van shall be provided with a small CCTV system with at least five days recording facility and three cameras installed in front, rear and inside of the cabin.
 - ii) A security alarm with GSM based auto-dialer shall be provided with a motorized siren.
 - iii) The cash van shall be equipped with hooter, fire extinguishers and emergency lights to ensure quick reaction in case of an attack.
- f) Requisite number of trained staff per cash van. —**

- a. The private security agency shall provide the private security for the cash transportation activities with the requisite number of trained staff, directly appointed or engaged by the private security agency, as specified in sub-rule (2) of the said Gazette Notification No F.S.24021/13/2016 dated Aug. 8, 2018.
- b. Every cash van shall have the following minimum staff, possessing the qualifications and training laid down under section 10 of the Act, on board for every single cash transportation activities, namely: —
 - i. Driver – one;
 - ii. Armed security guards – two; and
 - iii. ATM officer or custodian – two.
- c. The cash van shall always be escorted by at least two trained armed security guards on board:

Provided that more than two-armed security guard may be deputed on a cash van depending on the amount of cash carried and in accordance with the individual company's insurance guidelines or client contract or terrain of operation.

The passenger compartment should accommodate two custodians and two-armed security guards (gunmen) besides the driver.

- b. 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.

Notwithstanding any other provision in these rules, the ex-serviceman, otherwise eligible, may preferably be appointed or engaged by the private security agency for providing security for cash transportation activities.

- e. No cash van should move without armed guards. The gunmen must carry their weapons in a functional condition along with valid gun licenses. The Cash Replenishment Agency or its first level sub-contractor should also furnish the list of its employed gunmen to the police authorities concerned.
- g) Live GPS tracking of cash van during operations**

- a. Every cash transportation activities shall be carried out only in secured cash vans fitted with GPS tracking device. Each cash van should be GPS enabled and monitored live with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.

Explanation. — For the purposes of this sub-rule, the expression “GPS” means the global positioning system which is a space-based navigation system that provides location and time information in all weather conditions, anywhere on or near the Earth where there is an unobstructed line of sight to four or more GPS satellites

- b. The private security agency shall ensure that each cash van shall be monitored live at all times during cash transportation activities through a redundant communications protocol and with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.
- c. Each cash van should have wireless (mobile) communication and hooters. The vans should not follow the same route and timing repeatedly so as to become predictable. Predictable movement on regular routes must be discouraged. Staff should be rotated and assigned only on the day of the trip. With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.
- d. Night movement of cash vans should be discouraged. All cash movements should be carried out during daylight. There can be some relaxation in metro and urban areas though depending on the law-and-order situation specific to the place or the guidelines issued by the local police. If the cash van has to make a night halt, it necessarily has to be in a police station. In case of inter-state movement, changeover of security personnel at the border crossing must be pre-arranged.
- e. Proper documentation including a letter from the remitting bank should be carried invariably in the cash van, at all times, particularly for inter-state movement of currency.
- f. ATM operations should be carried out only by certified personnel who have completed minimum hours of classroom learning and training. The content of such training may be certified by a Self-Regulatory Organisation (SRO) of Cash-in-Transit (CIT) Companies / Cash Replenishment

Agencies (CRAs) who may tie up with agencies like National Skill Development Corporation for delivery of the courses.

g. The staff associated with cash handling should be adequately trained and duly certified through an accreditation process. Certification could be carried out through the SRO or other designated agencies.

h. Character and antecedent verification of all crew members associated with cash van movement, should be done meticulously. Strict background check of the employees should include police verification of at least the last two addresses. Such verification should be updated periodically and shared on a common database at industry level. The SRO can play a proactive role in creating a common data base for the industry. In case of dismissal of an employee, the CIT / CRA concerned should immediately inform the police with details. Further requirements are given below –

h) Antecedent check of personnel. —

(1) No private security agency shall appoint or engage or deploy any personnel for the cash transportation activities, unless such personnel have undergone thorough antecedent check and his proper KYC verification and police verification is done, before appointing or engaging or deploying them by the agency, in accordance with the provisions of the Act or any other law for the time being in force.

Explanation. — For the purposes of this sub-rule, the expression “KYC” means the know your customer process of an agency or business identifying and verifying the identity of its clients or person associated or to be associated with the agency or business.

(2) Every private security agency shall be responsible to comply with the following checks before an individual is appointed or engaged to participate in cash transportation activities, namely: —

a) **Police clearance certificate** – every individual shall obtain the police clearance certificate from his local police station before appointment or engagement.

b) **Residence verification** – the private security agency shall use its own resources to conduct a physical verification of the residential address of every individual, including general conduct check and the individual shall furnish to the security agency the proof of residential address of at least three years before appointment or engagement for the cash transportation activities.

- c) **Previous employer check** – the private security agency shall use its own resources to conduct reference check with previous employers of the individual, if any.
- 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;
- e) **Credit history check** – the private security agency shall conduct a credit history check of every individual appointed or engaged to ensure that willful credit defaulters are not appointed or engaged for the cash transportation activities;
- f) **Fidelity insurance** – the private security agency shall obtain a fidelity insurance in respect of every personnel appointed or engaged for the cash transportation activities.
- g) Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents.
- h) All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems live CCTV monitoring with recording for at least 180 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors.
- i) Work area should be separate from the cash area. The premises should be under the security of armed guards whose number should have reference to the scale of operations specific to the location but not less than five in any case.
- j) Critical information like customer account data should be kept highly secure. Access to the switch server should be restricted to banks. Interfaces where a bank gives access to the Cash Replenishment Agency or its sub-contractor to the bank's internal server should be limited to relevant information and secured.

Other Point

- i) All Cash Replenishment Agencies (CRAs) shall be required to have certain basic infrastructure, resources and other assets / equipment to be in a position to provide the Cash-in-Transit / Cash Replenishment/ Cash evacuation & other associated services to the Bank.
- ii) Authorised agency shall verify vaulting facility and overnight holding pattern before outsourcing work to the CRA and submit a certificate to the Bank/Circle to this effect. Bank/Circle may also verify vaulting facility to ensure the adherence to prescribed norm
- iii) CRAs shall enhance / adjust the crew complement with consent of the Bank based on cash load and risk assessment in the specific geography of operation.
- iv) Wherever possible (especially at Metro and big cities where Bank has more than 15 ATM/CD/CDM/Cash Recycler) CRA shall provide exclusive van for cash related activities of the Bank.
- v) Recruitment of Operational staff: Protocols stated below to be followed to minimize loss due to fidelity/employee errors and also improve quality of operations.
 - a All employees on company's/Vendor's payroll shall comply with minimum wage, Labour laws, PF, ESIC norms as applicable based on their skill levels. Vendor's HR department shall conduct a thorough scrutiny of employee credentials before selection. Pre-recruitment formalities shall include Police verification of the employees.
 - b Training facilities for imparting necessary trainings for all categories of staff shall be set up. Compulsory induction training of 80 hours shall be imparted as a combination of classroom training and on-field training. Refresher training shall be conducted once every year.
 - c Necessary registration from ESI/EPFO, as applicable, is mandatory.
- vi) Bank/ Circle shall undertake periodic verification of cash held on its behalf by the CRA. The Vendor shall ensure that cash verification by Bank's officials / authorized agents is allowed by the concerned CRA.

- vii) **Private Security for cash transportation activities, etc.-** No private security shall be provided by the private security agency for cash transportation activities unless he holds a license under the Act.
- A. For the purpose of providing private security for cash transportation activities, a contract may be entered into between a private security agency holding a license under the Act and the CRA
- B. Provided that in case the CRA holds a license as a private security agency under the provisions of the Act, such CRA may itself provide the private security to cash transportation activities in accordance with the provisions of these rules.

viii) **Adequate training and certification of personnel. —**

The private security agency shall ensure that every personnel appointed or engaged for cash transportation activities shall be imparted, -

- a. the training and certified for the security and safe handling of such activities as per the requirements of training laid down in the Second Schedule of the said Gazette Notification dated Aug. 8, 2018;
- b. the refresher training once in every two years.

ix) **Guideline for maximum cash carrying limit in a single cash van. —** The private security agency involved in cash transportation activities shall ensure that no cash van carries cash of more than five crores rupees per trip or as per any further guidelines issued by any regulatory/ statutory authorities from time to time.

x) **Specification for private cash vaults used for holding and overnight vaulting of Bank currency. —** The private security agency shall ensure that all cash handling, including counting, sorting, and bundling activities shall be carried out in secured premises in accordance with the following guidelines, namely: —

- a. **Location of private cash vault premises** – the premises used for cash handling activities shall be located to ensure safety of activities/ operations, including areas closer to bank's cash withdrawal centre or police station and secluded areas with poor connectivity be avoided.
- b. **Design of premises** – the premises shall be designed to include two physically independent areas, one for general office purpose and other

for secured cash processing and handling activities and it shall accommodate space for cash deposit, collection, sorting, counting and delivery and dispatch of cash on secured cash vans.

- c. **Cash vault** – a secured area shall be designed to store cash to meet with the requirement of the Reserve Bank of India specified for cash vaults in accordance with the following specifications, namely: —
- i. in smaller cities with limited overnight vaulting requirements of less than ten crore rupees, a strong room with 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 Bank/ Circle; and
 - iv. all overnight vaulting facilities shall have provision to store currency of multiple Banks in separate and exclusive bins;
- d. Security of cash vault – the private security agency/CRA 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 90 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, control room for monitoring the movement of vehicles, auto-dialer and burglar security systems.
 - vi) security alarm with GSM based auto dialer, fire and magnetic sensor are installed.

- vii) the loading and unloading area of cash is covered by night vision CCTV cameras.
- viii) electric power supply inside the cash vault is provided through plug-in, plugout system.
- 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.
- x) emergency lighting with the help of inverter shall always be available to the security staff; and
- xi) cash processing and vault areas shall have restricted and controlled access, preferably through interlocking systems and frisking.

Explanation - For the purposes of this rule, the expression “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.

xi) Measures for risk mitigation. —

- (1) The CRA shall ensure that the ATM under its security shall be fitted with one-time electronic combination locks for reducing the instances of crew pilferage losses and ATM frauds.
- i. The cash for loading into an ATM machine shall be collected from the Bank on previous day or in the first half of the day so that operations can be concluded before the time stipulated in rule 11 (3) of the said Gazette Notification dated Aug. 8, 2018.
- ii. No cash loading of the ATMs or cash transportation activities shall be done —
 - a after 9 PM in urban areas.
 - b after 6 PM in rural areas; and
 - c before 9 AM or after 4 PM in the districts notified by the Central Government as Left Wing Extremism (LWE) affected areas.

THE SECOND SCHEDULE

[See rule 7(1) (a) of MHA Model Rules]

1. TRAINING FOR PERSONNEL APPOINTED OR ENGAGED IN CASH TRANSPORTATION ACTIVITIES

- a. Basics of cash handling and cash transportation activities
 - i. Scope of service
 - ii. Team composition
 - iii. Role of driver, armed guard, cash custodian
 - iv. Functioning of cash vans
 - v. Contact details of concerned agencies
 - vi. Threat and risks involved.
 - vii. Reporting procedure

- b. **Threat and risks**
 - i. Criminal and miscreant action
 - ii. Tailing by vehicle-borne criminals
 - iii. Specific threats to stationary and moving vehicle
 - iv. Insider's threat
 - v. Fraudulent practices by team members
 - vi. Loss of life and medical emergency
 - vii. Road accident and vehicle breakdown
 - viii. Fire accident

- c. **Safety and security of cash van —**
 - i. In-built safety features of the cash van carrying cash and valuables
 - ii. Cash boxed for carrying cash and valuables
 - iii. Locking and security systems
 - iv. Weapon and ammunition
 - v. Communication equipment
 - vi. Global Positioning System
 - vii. Fire extinguishers
 - viii. Distress alarm
 - ix. First-aid kit

- d. **Agencies —**
 - i. Controlling Authority under the Private Security Agencies (Regulation) Act, 2005 (29 of 2005)
 - ii. Police station, PCR vans, police helpline
 - iii. Controlling supervisor and operations manager
 - iv. Concerned Bank representative.

v. Ambulance and hospital services

e. Weapons, ammunition, and documents. —

- i. Minimum 12 bore DBBL shot gun should be provided to the guards. Gun must be test fired at least once in two years. Gun cartridges must be replaced once in 02 years. Gun must be checked and certified by a government approved armourer
- ii. **Documents** – gun license, identity card and permission to carry weapon during restrictions imposed by authorities.
- iii. Real weapons carried by miscreants.
- iv. Other objects which can be used as weapon by miscreants.

f. Emergency and incident response. —

- i. Distress alarm procedure
- ii. Seeking help from concerned agencies.
- iii. Use of weapon to deter and resist criminals and miscreants.
- iv. Ensure safety of team members and consignment
- v. Disengage from situation and drive vehicle to safety.
- vi. Evacuation of the injured

g. Other internal organisational procedures. —

- i. Antecedent check procedure
- ii. The Provident Funds Act, 1925 (19 of 1925) and benefits
- iii. The Minimum Wages Act, 1948 (11 of 1948) and benefits
- iv. The Employees State Insurance Act, 1948 (34 of 1948) and benefits
- v. Leave entitlement and application procedure.
- vi. Other company rules
- vii. Obligations as employee

PAYMENT TERMS AND CONDITIONS:

The Bank will pay properly submitted valid invoices within reasonable period after its receipt thereof. All payments shall be made in Indian Rupees.

(1) All billings will be on a monthly basis in arrears for each Circle and payment shall be made by the respective Circles. During the contract period, the Bank may opt for any new payment system as per its discretion and without any cost to the Bank.

(2) In exceptional cases, If the CRA uses Add Cash method instead of Cassette Swap Method for Cash Replenishment in ATMs, then the CRA will be paid 15 percent less than that paid for cash replenishment using Cassette Swap Method.

(3) In future, if RBI waives the compulsion of using Cassette Swap method for Cash replenishment in ATMs, the CRA shall be paid 15 % less amount then that discovered in TCO.

(4) The cash replenishment agency has to arrange for transit as well as cash vault insurance at an adequate level.

(5) . Each page of the invoice and relevant certificate should be signed & stamped by person/persons on behalf of the Agency.

Consumer Price Index (CPI)

1. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts, shall not be subjected to variation on any account, including exchange rate fluctuations, custom duty etc., however, the Bank will provide CPI(IW) linked increase in charges/ rate per ATM. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
2. Prices payable to the Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract and extension thereof, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
3. However, the Bank will provide an increase in charges/ rate per ATM. The increase would be indexed to Consumer Price Index (CPI) for Industrial Workers (IW) (All India General Index; Base 2016 = 100). This increase in charges/ rate per ATM would be approved by the Corporate Centre of the Bank every year with effect from 1 st May (subject to fulfilment of conditions laid down by Bank) on the Basis of latest available CPI (IW) and advised to all the Circles / selected vendors.
4. There would be a 2.5% cap on the annual increase in charges/ rate per ATM. The Increment in payment would be directly correlated to the increase in the Index over 12 months period. For e.g., If the index value on 01 st May 2023 is 120 which increases to 123 in 01st May 2024 thereby representing a 2.5% increase. The charges/ rate per ATM would increase proportionately. However, if the index value increases beyond 2.5%, the increase in payment would be capped at 2.5%. The maximum charges/ rate per ATM for ATMs permitted during the tenure of contract shall be Rs. 2 less than the prevailing interchange fee. If the difference between

the increased price and prevailing Interchange fee is less than Rs. 2, then the charges/ rate per ATM will freeze (without revision) for the residual period of the contract and extension thereof. It will be revised only when the interchange fee is revised by RBI, subject to increased price shall always remain Rs. 02 less than RBI interchange fee.

5. If there is a decrease in CPI, the existing rate (of previous year i.e., prior to 1 st May of the current year) will apply.
6. The revised rates shall be applicable from 1st May subject to the fulfilment of Rollout Completion Conditions mentioned below: -
 - a. All allotted base quota in regard to CRA activities using Cassette Swap method at ATMs to be completed by the respective successful bidders in all respects, and
7. Subject to fulfilment of the Rollout Completion Conditions mentioned above (a to c):
 - a. A letter will be issued by the Implementation and rollout department of the Corporate Centre declaring rollout completion, when all the points mentioned above are complied with.
 - b. The first revised rates will be applicable only w.e.f. the upcoming 1st May, one year after the Bank declared the rollout completion date as above.

For examples:

Complete rollout date	One year from rollout date	Date of 1st CPI rate Applicable
30 Sep 2023	30 Sep 2024	01 May 2025
31 Dec 2023	31 Dec 2024	01 May 2025
31 Mar 2024	31 Mar 2025	01 May 2025
30 Jun 2024	30 Jun 2025	01 May 2026

8. Rate revision for Buffer Quota:

For each allocated buffer quota ATM, the prevailing rates for base quota ATM in that current year shall be applicable.

Appendix-F

Indicative Commercial Bid

The indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency/GeM.

Name of the Bidder:

Sr. No.	Type of services / Items	Services required in ATM terminals (in Nos)	Rate per ATM/Per month.	Period (in months)	Total amount in Rs. (without GST)	Applicable GST rate	Total amount in Rs. (with GST)
1.	Cash Replenishment/ Cash Evacuation/ Management Centre Activities using Cassette Swap Method without Cassette	5000***		84 months			
2	Cash Replenishment/ Cash Evacuation/ Management Centre Activities using Cassette Swap Method with Cassette	5000***		**36 months			
				48 months			
	Total Cost*						

Cassette Swap Method must be used ab-initio by the CRA.

* This will be the Total Cost of Ownership (TCO)/Total Project Cost which will be derived through reverse auction. TCO will consist of both Serial no 1 & 2 for the entire Contract period of 7 years.



*** The total Quantity Or Quantity of line Items may vary. (+/- 25 %)

Note:

In Serial no 1, the ATMs are under Comprehensive warranty including repair/replacing cassettes with respective OEM for normal wear/tear for entire Contract period. Any damage in Cassettes due to mishandling by CRA, the replacement cost to be borne by CRA itself. It is CRA's responsibility to provide un-interrupted Services, even in case of any dispute arise between CRA and OEM with regards to Cassettes. Initially, Bank shall provide the CRA with one default set of lockable cassettes and one additional set cassette, including a reject bin, for each ATM to implement Cassette Swap Method.

**** In Serial no 2, CRA has to bear the cost of Cassettes and reject bin and cost of any repair/replacement of Cassettes to be borne by CRA for a period of 3 years and any extension thereof, if any at the discretion of the Bank. After the ATM machines are replaced with new ones, the rate and terms and conditions of Serial no. 1 shall apply. It is to be ensured that only the original OEM's cassettes with specific Make and Model are to be used for replacement of cassettes.**

Bank at its discretion may allot ATMs of any other Phases which are procured in future during the Concurrence of CRA contract for cash replenishment through Cassette swap.

Sr No	Phase	Make/Model of ATM
1	Phase 12	Diebold- D 429 CD, NCR- SELF SERVE 22E
2	Phase 13	Hyosung – MX5600S
3	Phase 18	NCR- SE Cash, Perto- CD5160
4	Phase 15	NCR- SE Cash, Perto- CD5160, AGS-PC280F, Diebold-DN100

Appendix-F1

Breakup of Taxes and Duties

Sr. No.	Name of activity/Services	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		
		GST%		
1.				
2.				
3.				
Grand Total				

Name & Signature of authorised signatory

Seal of Company

Appendix-F2

PAYMENT TERMS AND CONDITIONS:

The Bank will pay properly submitted valid invoices within reasonable period after its receipt thereof. All payments shall be made in Indian Rupees.

(1) All billings will be on a monthly basis in arrears for each Circle and payment shall be made by the respective Circles. During the contract period, the Bank may opt for any new payment system as per its discretion and without any cost to the Bank.

(2). The cash replenishment agency has to arrange for transit as well as cash vault insurance at an adequate level.

(3). Each page of the invoice and relevant certificate should be signed & stamped by person/persons on behalf of the Agency.

Consumer Price Index (CPI)

1. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts, shall not be subjected to variation on any account, including exchange rate fluctuations, custom duty etc., however, the Bank will provide CPI(IW) linked increase in charges/ rate per ATM. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
2. Prices payable to the Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract and extension thereof, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
3. However, the Bank will provide an increase in charges/ rate per ATM. The increase would be indexed to Consumer Price Index (CPI) for Industrial Workers (IW) (All India General Index; Base 2016 = 100). This increase in charges/ rate per ATM would be approved by the Corporate Centre of the Bank every year with effect from 1 st May (subject to fulfilment of conditions laid down by Bank) on the Basis of latest available CPI (IW) and advised to all the Circles / selected vendors.

4. There would be a 2.5% cap on the annual increase in charges/ rate per ATM. The Increment in payment would be directly correlated to the increase in the Index over 12 months period. For e.g., If the index value on 01 st May 2023 is 120 which increases to 123 in 01st May 2024 thereby representing a 2.5% increase. The charges/ rate per ATM would increase proportionately. However, if the index value increases beyond 2.5%, the increase in payment would be capped at 2.5%. The maximum charges/ rate per ATM for ATMs permitted during the tenure of contract shall be Rs. 2 less than the prevailing interchange fee. If the difference between the increased price and prevailing Interchange fee is less than Rs. 2, then the charges/ rate per ATM will freeze (without revision) for the residual period of the contract and extension thereof. It will be revised only when the interchange fee is revised by RBI, subject to increased price shall always remain Rs. 02 less then RBI interchange fee.

5. If there is a decrease in CPI, the existing rate (of previous year i.e., prior to 1 st May of the current year) will apply.
6. The revised rates shall be applicable from 1st May subject to the fulfilment of Rollout Completion Conditions mentioned below: -
 - a. All allotted base quota in regard to CRA activities using Cassette Swap method at ATMs to be completed by the respective successful bidders in all respects, and
7. Subject to fulfilment of the Rollout Completion Conditions mentioned above (a):
 - a. A letter will be issued by the Implementation and rollout department of the Corporate Centre declaring rollout completion, when all the points mentioned above are complied with.
 - b. The first revised rates will be applicable only w.e.f. the upcoming 1st May, one year after the Bank declared the rollout completion date as above.

For examples:

Complete rollout date	One year from rollout date	Date of 1st CPI rate Applicable
30 Sep 2023	30 Sep 2024	01 May 2025
31 Dec 2023	31 Dec 2024	01 May 2025
31 Mar 2024	31 Mar 2025	01 May 2025
30 Jun 2024	30 Jun 2025	01 May 2026

Appendix-G

Certificate of Local Content

<Certificate from the statutory auditor or cost auditor of the company (in 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, on their letter head with Registration Number with seal.>

Date:

To,

Dear Sir,

Ref.: RFP No. : _____ **Dated:** _____

This is to certify that proposed _____ <details of services> is having the local content of _____ % as defined in the above-mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder

Appendix I2

Format for Self-Certification of Local Content

Date:

To,

Dear Sir,

Ref.: RFP No. : _____ **Dated:** _____

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

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

SI No	Product details	Name of place
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of authorised official

Name:

Company seal:

Appendix-H

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at _____ this _____ day of _____ 201 by _____ (Name of the Bank) _____ having its Registered Office at _____ and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at _____ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "Cash Replenishment Agency/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _____ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/ACV/2024-25/006 Dated 20.12.2024.**
3. WHEREAS, SBI has agreed to avail the Services from Cash Replenishment Agency for a period of _____ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated _____, Cash Replenishment Agency is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) for due performance of the obligations of Cash Replenishment Agency in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees _____

only) to SBI, if Cash Replenishment Agency fails to fulfill its obligations as agreed in RFP/Agreement.

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Cash Replenishment Agency, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Cash Replenishment Agency, agreed to issue, on behalf of Cash Replenishment Agency, Guarantee as above, for an amount of Rs. _____/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust Cash Replenishment Agency for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Cash Replenishment Agency shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Cash Replenishment Agency failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Cash Replenishment Agency and notwithstanding any contestation or existence of any dispute whatsoever between Cash Replenishment Agency and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs. _____/- (Rupees _____ only).
2. Any notice / communication / demand from SBI to the effect that Cash Replenishment Agency has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and Cash Replenishment Agency.

4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- i. Any neglect or forbearance on the part of SBI to Cash Replenishment Agency or any indulgence of any kind shown by SBI to Cash Replenishment Agency or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. The Guarantee shall not be affected by any change in the constitution of SBI or Cash Replenishment Agency or winding up / liquidation of Cash Replenishment Agency, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of ___ year(s) _____ month(s) from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

- i. Our liability under this Bank Guarantee shall not exceed Rs _____/- (Rs. _____ only)
- ii. This Bank Guarantee shall be valid upto _____
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before _____

Yours faithfully,

For and on behalf of bank.

Authorised official

Other terms and Penalties

Note: Suitable Penalties metric may be devised keeping in view of the criticality of the proposed procurement. An example of Indicative format has been provided in Software and Service Level Agreement for guidance.

1. General :

1.1 In case where penalty amount cannot be serviced through payment being made to CRA, penalty will be paid by the CRA through a cheque within 15 days from the close of the Month. If the CRA fails to pay, the Bank may realize the penalty amount by either invoking the BG submitted by the CRA or recovering from any other payment due to the CRA.

1.2 Computation of all penalties shall be done at the Local Head Office level. All penalties shall be recovered concurrently from the total bill payable to the CRA for the particular month, subject to the maximum of 35% of the bill payable (except for actual loss and transition penalty).

1.3 No penalties shall be levied for delays not attributable to CRA or delays on account of uncontrolled circumstances which shall be decided by the Bank and shall be binding on the CRA.

1.4 CRA shall submit the reason for delays on account of Bank dependencies via email twice a week for verification and confirmation by the Bank. In case, Bank does not do so within 15 days of receipt of such communication, this shall be a valid document for exclusion of penalties.

1.5 In case the penalties levied on the CRA are more than 35% in any Circle for a consecutive period of six months then the bank has the right to terminate the services of the CRA.

1.6 Each cash replenishment should have lower denomination notes also as per the extant guidelines. If Small denomination notes are not loaded in the ATM, then penalty of Rs 100/-per ATM per day shall be charged.

1.7—The Joint Custodians have to reach within 2 hours at the faulty ATM site to attend the FLM call.

Following TAT/Penalty would be levied if the joint custodian does not attend the FLM call:

Category	Resolution Time/ TAT	Penalty
VIP ATMs	2 Hours: Irrespective of the population group/ category	Rs 1200/- per ATM per hour.
Regular ATMs	i. 4 Hours: At Metro, Urban and Semi-urban locations ii. 6 Hours: At Rural locations	Rs 1000/- per ATM per hour.

2. Cash Out Penalty:

- a) Cash-out at any ATM of more than five (05) hours in a month will attract a flat penalty of ₹ 5,000/- per ATM.
- b) Apart from above a) in case the cash out extends beyond five (05) hours and upto 10 hours in a month, then penalty shall be ₹ 5,000/- (for First five hours) + ₹1,500/- for each hour (excluding first five hours in a month).
- c) if cash out continues beyond 10 hours in a month, penalty shall be for first 10 hours (as above, b)) + @ ₹500/- for each hour (excluding first 10 hours).

Example: If Cash-out at any ATM of more than five (05) hours in a month, will attract a penalty of ₹ 5,000/- per ATM. However, if Cash-out at any ATM is 20 hours in a month, the penalty would be ₹17,500/- (Rs. 5000/- for first 05 hours + ₹7,500/- for next 05 hours (₹1,500 x 5) + ₹5000/- (₹500 X 10 for next 10 hours in a month).

- d) Bank shall levy penalty of Rs 2,500/- per incident, if reject bins not cleared within 4 hours.
- e) If there is cash out in single Cassette, CRA has to load/replenish the cash in that cassette on the same day within hours of operation as specified in MHA guidelines.

3. Penalty for not maintaining target FoS:

Factor of Safety (FoS)

The service providers are entrusted with the task of arrangement for replenishment of ATMs with required cash ordinarily on a daily basis to ensure prevention of “**Cash Out**” as well as “**Idle Cash**” situations in the ATMs. For purpose of monitoring of cash level/requirement in ATMs, there is concept of “**Factor of Safety (FOS)**” in the respective RFPs/SLAs. The FOS is envisaged to be maintained at the prescribed level at 2 times (i.e. cash to be present always in ATM to the extent of double of the withdrawal) for “**Normal Days**” and at 2.5 times for “**Holidays**”.

3. In order to ensure the envisaged FOS level in ATMs, penalty provisions are incorporated in the respective SLAs executed with the Service provider. In case of breaching the same, penalties by way of interest @ “**Bank Clean OD**” rate are levied on the “**Excess Cash**” lying in such ATMs and are recovered from the Vendor’s bills.

(Excess Cash = Closing Balance – Ideal Cash)

(Whereas **Ideal Cash** = Average daily withdrawal of previous month * target FOS)

4. It is being observed that the dispense forecast being done is based on multiple factors considering salary period, historical pattern, festive seasons, etc. and hence varies from day to day/week to week. The period with higher dispense is being considered as “**Peak period**” and the lower dispense period is “**non-peak**” period.

(i): Calculation of “Ideal Cash”

Rule: (a) Based on the highest “daily average dispenses during the corresponding week in the last 3 months” . (for the period other than Diwali and Dussehra festivals).

Justification: -

The salary week generally spans from the last 2-3 days of previous month to first five - six days of current month. During the salary week, there is higher dispensation of cash. Based on the cycle, the month for calculation of ideal cash is divided into 4 weeks starting from 29th of previous month (PM) to 28th of current month (CM), as detailed below:

Week	Dates	No of Days (in a week)
1 st Week	29 th of PM to 06 th of CM	8 Days OR 9 days (if previous month having 31 days)

2 nd Week	07 th of CM to 14 th of CM	8 Days
3 rd Week	15 th of CM to 21 st of CM	7 Days
4 th Week	22 nd of CM to 28 th of CM	7 Days

Calculation Approach

- ✓ Daily average withdrawal for the respective weeks of previous 3 months.
- ✓ The highest average daily withdrawal of previous 3 months is considered.
- ✓ Ideal cash calculation for both normal and holiday are considered separately.
- ✓ The calculation is based on 2/2.5 tier multiplies i.e., (a) 2 times for Normal Days and (b) 2.5 times for Holidays.

Example (i) for Ideal cash for 1st week of September 2024

CASH DISPENSATION/WITHDRAWAL										(Amount in Rs.) Lakhs		
For month of Aug 2024	29 th of July	30 th of July	31 st of July	01 st of Aug	02 nd of Aug	03 rd of Aug	04 th of Aug	05 th of Aug	06 th of Aug	Week Total	Average	
	4	2	7	11	12	12	10	13	10	81 lakhs	9	
For month of Jul 2024	29 th of June	30 th of June	31 st of June	01 st of July	02 nd of July	03 rd of July	04 th of July	05 th of July	06 th of July	Week Total	Average	
	9	6	NA	11	12	7	13	10	14	82 lakhs	10.25	
For month of Jun 2024	29 th of May	30 th of May	31 st of May	01 st of June	02 nd of June	03 rd of June	04 th of June	05 th of June	06 th of June	Week Total	Average	
	11	9	14	4	14	17	5	4	1	79 lakhs	8.78	
Highest average daily withdrawal during 1st week in last 3 months											10.25 (A)	
Therefore, the Ideal Cash for 1st Week of September 2024				Normal Days						2 times		20.50
				Holidays						2.5 times		25.63

Rule: (b) For determining the ideal cash during festivals like Diwali and Dussehra - The calculation will be based on the highest “daily average dispenses “during the corresponding week in the last 3 months” and the corresponding holidays weeks of previous year.

If festivals such as Diwali or Dussehra falls during the current month, the dispensing pattern of the corresponding festive period of previous year shall also be taken into consideration for

calculating the Ideal cash. The ideal cash will be calculated as daily average of each week of corresponding last 3 months and corresponding festive week of previous year. The higher of them shall be taken as the ideal cash for such weeks. (This method will be used for the week in which the festival falls and also two preceding weeks of the festival).

Example: (ii)

IN CASE DIWALI OR DUSSHERA FALLING IN THE MONTH OF SEPTEMBER 2024, AVERAGE DAILY WITHDRAWAL OF THE CORRESPONDING WEEK OF THE MONTH OF PREVIOUS YEAR, IN WHICH THE CAPTIONED FESTIVALS FELL IN. (CONSIDERING THE SAME WAS DURING AUGUST 2023) ((Amount in Rs. Lakhs))

For month of Aug 2023	29 th of July 2023	30 th of July 2023	31 st of July 202	01 st of Aug 202	02 nd of Aug 202	03 rd of Aug 202	04 th of Aug 202	05 th of Aug 202	06 th of Aug 2023	Week Total	Average
			3	3	3	3	3	3			
	10	11	7	3	8	14	12	8	7	80 lakhs	8.89 (B)
HENCE, AVERAGE DAILY WITHDRAWAL FOR 1ST WEEK OF SEPTEMBER 2024							HIGHER OF A (example i) & B				10.25
THEREFORE, IDEAL CASH FOR 1ST WEEK OF SEPTEMBER 2024							2 OR 2.5 Times for normal days and holidays respectively.			2 times	20.50
										2.5 times	25.63

Note :

- (i) Only Diwali and Dussehra will be considered as Festivals for the purpose of calculation of ideal cash (as mentioned above) Pan India.
- (ii) The Ideal cash for 2nd, 3rd & 4th week shall be calculated on the similar lines separately.
- (iii) The required Dashboard will be developed by Anytime Channels Department (Ops), in consultation with GITC. until then, calculation for Ideal cash will be shared with the Circles/Vendors by Corporate Centre (Operations department – Anytime Channels) in the excel format.

(ii & iii): Minimum number of Cash replenishments in a month and penalty for default based on availability.

Rule:

ATM located at	Cash Replenishment
Metro & Urban areas	Normally once in a day (as per the requirement) subject to minimum 15 days in a month.

Rural & Semi – urban areas	Normally once in a day (as per the requirement) subject to minimum 12 days in a month.
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In terms of SLA, the minimum availability/uptime of ATMs is envisaged at 95% for regular ATMs and 98% for VIP ATMs. The penalty clause for default in minimum number of cash replenishment in a month as under:

AVAILABILITY OF ATM (monthly average)	PENALTY (for each day of default per ATM)
95% & above	NIL
>=93% & <95%	Rs. 300/-
>=90% & <93%	Rs. 1000/-
Less than 90%	Rs. 1500/-

Note - If there is a breach of TAT for pro-active reversal/charge back complaint due to non - completion of timely EOD and non-reporting/non-depositing of excess cash, the highest penalty as mentioned above will be levied in addition to any chargeback claim amount and compensation thereof.

In terms of SLA/Addendum, the vendors have to replenish cash in ATM normally once in a day (as per the requirement) subject to minimum 15 days in a month. Failing which, a penalty of Rs. 1500/- for each day of default per ATM to be levied.

This penalty shall be in addition to Cash out and other penalties as prescribed elsewhere in this RFP. However, Bank reserves the right to increase the number of Cash replenishment / Cash Evacuation days in a month at its sole discretion, as and when required, without any additional cost to the Bank.

(iv): Minimum daily dispense amount

Many a times due to machine faults, force majeure etc., there can be very low or even in some cases may be Zero dispensation. In such scenario, the calculation of average ideal cash becomes skewed. Replenishment of cash based on the skewed ideal cash calculation may lead to cash outs. Further, if higher amount is replenished, it could lead to breach of envisaged FOS.

Considering the above, a minimum daily dispense amount of Rs. 2 lakhs is kept for such ATMs, where the actual dispense amount is below the threshold.

(v): FOS Relaxation on holidays and day prior to holidays (on excess cash penalty) – applicable only for ATMs located at non-vaulting locations.

Presently, FOS penalty is on excess cash are not being levied for ATMs for the day prior to the holiday in terms of SLA. Penalty is being levied for holidays, if it breaches the envisaged FOS of 2.5 times. However, in case of consecutive holidays for 2 or more days, substantial amount of cash is required to be replenished to meet the demand on all holidays until next cash replenishment takes place on next working day.

For Instances, if there are three consecutive holidays, i.e., Saturday, Sunday and Monday and ATMs are located in non-vaulting locations, the cash replenishment takes place on Friday to cater the demand of cash upto Tuesday, i.e., the next working day. This situation necessitates higher quantity of cash replenishment to ensure no cash out situation arises, resulting excess cash on Friday, Saturday and Sunday.

There is no FOS penalty on excess cash for such ATMs at non-vaulting locations which are replenished on the day prior to holidays (i.e., Friday in the above scenario). This relaxation shall apply to the day of replenishment (i.e., Friday) and the subsequent holidays (i.e. Saturday & Sunday in the above case) excluding the last holiday (Monday – in the above case).

No extra relaxation will be granted for ATMs situated at Vaulting locations and hence, the existing clause, i.e., FOS penalty on excess cash shall not be applicable for the day prior to the holidays, as per the existing terms of SLA shall continue.

3.1 The CRA shall not hold or retain in their vault more than 15% of the total cash taken from Bank on monthly basis. If the retention is more than 15%, a penalty @ prevailing SBI clean overdraft rate per annum shall be levied on the excess cash retained in the vault during the month.

3.2 There will be no FoS penalty for first three months for any newly installed ATMs. This relaxation is provided to understand the dispensing pattern of the newly installed ATM for the initial period of three months.

3.3 The Bank may have the discretion to revise the clauses related to FoS, which shall be binding on the successful bidders.

3.4 Delay in EOD activity of ATMs as defined in this RFP may result in reconciliation arrears. Penalty of Rs.100/- per day per ATM for delay in EOD shall be levied, if the report is not received on T+1 day.

3.5 Bank shall decide to provide 50% waiver in FOS penalty (i.e., interest on excess cash) with respect to Geographical areas like hilly terrain, which are difficult areas such as part of Arunachal Pradesh,

Mizoram, Nagaland, Tripura, Manipur, Meghalaya, Assam, Jammu & Kashmir, Sikkim, Himachal Pradesh, Uttarakhand and for the ATMs situated at another Centre (other than the district headquarters) and ATMs located at more than 40 KMs away from the cash link Branches.

4. Penalty for Cash Reconciliation:

4.1 The CRA shall ensure that the entire cash handed over by the Bank is replenished in the ATMs by end of the day against which it had been provided. Reconciliation in this regard must be done on T+ 1 (where T is the replenishment day). In any case, the cash must reconcile either by replenishment in ATMs or depositing in Branches on T+1 basis, failing which an interest @ clean overdraft rate prevalent at the material time will be recovered from the CRA per instance.

4.2 In respect of recovery of losses, Penalties, Defrauded amount if any, shall be made good by CRAs along with interest thereon at Banks' prevailing clean overdraft interest rate at material time and along with penalty at the rate of 3 % of the defrauded amount, by CRA to BANK within 7 (Seven) days of occurrence of such fraud without waiting for admissibility or settlement of the insurance claim, if any. If the Service Provider fails to make such payment with the said period of 7 days, then Bank reserves the right to recover the same by invoking the Bank guarantee submitted.

5. Penalty for Counterfeit Currency:

5.1 The CRA shall ensure correctness and genuineness of the cash and shall take only ATM fit currency notes for replenishment to its possession. The counting facility for currency notes shall be provided by the Bank. Once the note packets are received and acknowledged, CRA would be responsible for shortage and fake currency if any, noticed subsequently. **A penalty of Rs 10,000/- per instance will be levied on the CRA whenever any Counterfeit Currency is detected by any manner from the following:**

- a) Evacuated cash from the ATM.
- b) Unreplenished cash returned to the Bank by CRA,
- c) Genuine ATM-fit notes given by the Bank to CRA for cash replenishment in ATM, but counterfeit notes were mixed / exchanged with genuine ones and replenished in ATMs by CRA.

d) CRA shall compensate any loss to the Bank and / or penalty imposed on the Bank due to counterfeit currency.

e) CRA shall be responsible to make good the amount equivalent to the value of the counterfeit note immediately.

f) After the confirmation of the date of commencement of service by the **cash replenishment Agency** for the SBI , in case of default on the part of the **cash replenishment Agency** to provide cash pickup, merger, Vaulting , cash replenishment at ATMs at the specified location of ATMs on three occurrences during the month, without any prior intimation and justifiable reason, the **cash replenishment Agency** will be liable to pay a penalty equal to double the pickup & Vaulting charges for those particular days. Under Circumstances, if such occurrences are consecutive for more than three days, of the **cash replenishment Agency** shall be liable to pay an additional penalty of Rs.25000/-. The penalty shall not be applicable only in case of force majeure events.

6. Transition Penalty:

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of 10 % of the respective line item of price bid on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

Appendix-J

Note: This is an Indicative SLA. Final SLA will be executed with the successful bidders. Final SLA (along with annexures, schedules etc.) will be based on the clauses of this RFP (along with addendum/corrigendum and applicable statutory / bank guidelines, if any will be added), which will be shared with successful bidders and shall be binding on them.

Service Level Agreement

Agreement for the Services of Cash replenishment Agencies (CRAs) for 10000 ATMs with 25 % (+ / -) Buffer Quota (at Banks discretion) through GeM Portal for the period of 07 (Seven) years, with option of extension upto 3 years(in one or more tranches) at sole discretion of Bank, if required after expiry of 7 years.

GEM No.

RFP Phase

BETWEEN

**STATE BANK OF INDIA, ANYTIME CHANNELS DEPARTMENT
CORPORATE
CENTRE, 3RD FLOOR, THE ARCADE, WORLD TRADE CENTRE,
CUFFE PARADE,
MUMBAI – 400 005**

AND

Date of Commencement/ Effective Date :

Date of Expiry :



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This agreement (“Agreement”) is made at Mumbai (Place) on this _____ day of _____ 20__.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its State Bank of India, Anytime Channel Department, Corporate Centre, 3rd Floor, World Trade Centre, The Arcade, Cuffe Parade, Mumbai 400005¹ hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

_____ ² a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at _____ hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- (i) “The Bank” is carrying on business in banking in India and overseas and desirous to avail services of **Cash replenishment Agencies (CRAs) for 10000 ATMs with 25 % (+ / -) Buffer Quota at Banks discretion.**
- (ii) Service Provider is responsible for Cash Replenishment Activity through Cassette Swap Method, cash reconciliation, cash-in-transit, cash vaulting, cash forecasting, MIS reports, cash

¹Name & Complete Address of the Dept.

²Name & Complete Address (REGISTERED OFFICE) of service Provider,

insurance, indenting providing security services and Van as per MHA guidelines etc.

- (iii) Service Provider is in the business of providing _____ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. _____ dated _____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- i. **“Bank / Purchaser / SBI”** ‘means State Bank of India (Corporate Center at Mumbai) body corporate constituted under the State Bank of India Act, 1955, having its Corporate Centre at Madam Cama Road, Nariman Point, Mumbai and various other offices & branches including, various other offices (LHOs/Head Offices/Administrative Offices/Regional Business Offices/Global Link Services, Global IT

Centre etc.) of State Bank of India, domestic and foreign branches/other offices, other exchange companies available at various locations and managed by the Bank.

- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Proposal/Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Act”** means the Private Security Agencies (Regulation) Act, 2005 (29 of 2005);
- vi. **“ATM”** means the automatic teller machine that dispenses cash or performs other banking services when an account holder of any bank inserts a Bank card therein; cardless transactions through ATM shall also include in this definition.
- vii. **“CRA”** means Cash Replenishment Agencies who have been engaged for the cash replenishment in machines & cash evacuation from the machines and cash monitoring activities.
- viii. **“Cash transportation activities”** means the physical transfer of cash, such as banknotes, coins, credit card, debit card or other items of value from one location to another, and includes loading cash in to, or unloading cash from, an ATM machine; (e) “private security” or “private security agency” shall have the same meaning as assigned to it in clause (f) or clause (g) of section 2 of the Private Security Agencies (Regulation) Act, 2005; (f) “Schedule” means a Schedule appended to these rules
- ix. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

- x. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- xi. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- xii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.
- xiii. **“RFP”** means the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- xiv. **“Warranty Effective Date”** means the date when the machine is made operative.
- xv. **“Warranty Period”** shall mean a period of one year from the Warranty Effective Date.
- xvi. **“Maintenance Effective Date”** shall the date immediately succeeding the completion of Warranty Period, till contract period and extension thereof if any.
- xvii. **“Public Holidays”** shall mean public holidays under NI Act., at the place where the Equipment is located, when banks are closed for business.
- xviii. **“Response Time”** means interval between the trigger or alert generated by Bank’s to service provider and latter’s arrival time at the respective Machine.
- xix. **“Commencement of Services”** shall mean the date on which the machine under this RFP is made **“cash-live”** and available for customer cash transactions. **“Cash-live”** means that the cash has been replenished in the machine and ATM performs cash withdrawal transactions successfully

- xx. **“L1 / L2 / L3so on... price / rate”** The L1 price / rate is the lowest TCO value discovered during the Online Reverse Auction Process. The next price / rate with subsequently higher quoted value than L1 price / rate will be L2 price / rate and so on.
- xxi. **“GeM”** Government e Market is the online marketing place developed by the ministry of commerce for common use goods and services.
- xxii. **“ATM Loss”** shall have the same meaning as defined in the Definitions in this RFP.
- xxiii. **“ATM Loss Liability Limit** shall have the same meaning as defined in “Managed services for Endpoints” in the scope of work.
- xxiv. **“Initial Currency Load”** means the first currency load for a new ATM installed or conversion. Initial Currency Loads must be scheduled at least 2 weeks in advance.
- xxv. **“Scheduled Cash Replenishment Services”** or **“Cash Replenishment Services”** are scheduled cash replenishments that are performed in adherence to a replenishment schedule that is recommended in indents raised by Vendor.
- xxvi. **“Unscheduled Replenishment Services”** means Cash Replenishment prior to or post the scheduled replenishment to prevent depletion of currency level in the ATM.
- xxvii. **“Cash Evacuation Services”** means cash removed / evacuated from the ATMs and deposited in the Bank’s Branches.
- xxviii. **“Transit Loss”** means a single occurrence of the loss of Valuables from a vehicle owned, operated by, or under the control of Vendor’s designated subcontractor.
- xxix. **“Transit Loss Liability Limit”** means maximum liability for a single Transit Loss Liability Limit as per MHA guidelines, which is currently at Rs. 5 Crore/-(per transit) or the actual outstanding amount of the Bank, whichever is higher.

- xxx. **“Vault Loss”** means a single occurrence of the loss of Valuables from a vault or other secured facility owned, operated by, or under the control of Vendor’s designated subcontractor.
- xxxi. **“Vault Loss Liability Limit”** means Vendor’s maximum liability for a single Vault Loss Liability Limit is Rs. 10 Crore/- (per vault) or the actual outstanding amount of the Bank, whichever is higher.
- xxxii. **“Currency”** means currency notes / banknotes and **“Valuables”** means Currency and, only to the extent Bank and Vendor have agreed in writing, other identified types of negotiable instruments or items of value.
- xxxiii. **“CRA”** means Cash Replenishment Agencies who have been engaged for the cash replenishment in machines & cash evacuation from the machines as specified in the Cash Appendix of this RFP.
- 1.1.1 **“Deficiencies”** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services as mentioned in RFP/SLA,.
- 1.1.2 **“Documentation”** means documentation that is legally binding on all parties to it discharges, varies or supplementals the legal obligations contained in the agreement / SLA/ RFP / letter and will describe in detail and in a completely self-contained manner how the User may access and use the services of Cash Replenishment Agencies (name of the Software/ Hardware/ Maintenance Services) <Strike off whichever is inapplicable>, such that any reader of the Documentation can access, use and maintain all of the functionalities of the (Name of Software) (Service), without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials / CBTs, system configuration documents, system / database administrative documents, debugging / diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list

of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc

- 1.1.3 **“Intellectual Property Rights”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.4 **“Project Cost”** means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. _____ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.5 **“Request for Proposal (RFP)”** shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.6 **“Root Cause Analysis Report”** shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.7 **‘Services’** shall mean and include the Services offered by Service Provider under this Agreement more particularly described in **Clause 2** of this Agreement.

1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.

- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (Effective Date).

1.3.2 This Agreement shall be in force for a period of Seven (07) year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of RFP/SLA..

1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term upto another three (03) years in one or more tranches after 7 years and such extension (if any required by Bank) shall be binding on Service Provider / Vendor

2. SCOPE OF WORK

2.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in **Annexure-A**.

3. FEES / COMPENSATION / PAYMENT TERMS AND CONDITIONS / BG AND PENALTY.

3.1 The Compensation / payment terms / penalties are mentioned in the **Annexure-B. PAYMENT TERMS & Annexure-C. PENALTIES of this SLA,**

3.2 Total Cost of Ownership (TCO) enclosed as per RFP and marked as Appendix-F

3.3 Bank shall be paying to Service Provider / Vendor as per Cash replenishment done per ATM Basis. The Payment Terms for the work / services under SLA / RFP, which Service Provider has to provide to the Bank shall be in terms of clauses given below:

3.3.1 All expenses, stamp duty and other charges / expenses in connection with execution of the Agreement and all addenda / Extension Addendum shall be borne by Service Provider. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

3.3.2 Service Provider shall provide a clear description quantifying the service element in the invoices generated by them.

3.3.3 Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax /

statutory tax(es) thereon wherever required under the provisions of such Act(s) by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.3.4 Bank shall not be liable for any duties, Taxes and other taxes imposed by Government in lieu of same.

3.3.5 All billings will be on a monthly basis in arrears for each Circle and payment shall be made by the respective Circles. The Bank may opt for a Centralized Bill Payment approach from its Corporate Centre instead of Circles. During the contract period, the Bank may opt for any new payment system as per its discretion and without any cost to the Bank.

3.3.6 The Bank will pay properly submitted valid invoices within reasonable period after its receipt thereof. All payments shall be made in Indian Rupees.

3.3.7 The Bank may withhold payment of any services that it disputes in good faith and may set-off penalty amount or any other amount or adjustment of amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to the Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidence, if any, within 21 (twenty-one) days from receipt of notice. Penalties or damages, if any, recoverable from the Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case the Service Provider fails to issue credit note / revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current and/ or future invoices.

3.3.8 Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period & extension thereof and shall not be subjected to variation on any account, including exchange rate fluctuations, any upward revision in duties, charges, etc.

3.3.9 However, the Bank will provide an increase in charges/ rate per ATM. The increase would be indexed to Consumer Price Index (CPI) for Industrial Workers (IW) (All India General Index; Base 2016 = 100). This increase in charges/ rate

per ATM would be approved by the Corporate Centre of the Bank every year with effect from 1 st May (subject to fulfilment of conditions laid down by Bank) on the Basis of latest available CPI (IW) and advised to all the Circles / selected vendors.

3.3.10 There would be a 2.5% cap on the annual increase in charges/ rate per ATM. The Increment in payment would be directly correlated to the increase in the Index over 12 months period. For e.g., If the index value on 01 st May 2023 is 120 which increases to 123 in 01st May 2024 thereby representing a 2.5% increase. The charges/ rate per ATM would increase proportionately. However, if the index value increases beyond 2.5%, the increase in payment would be capped at 2.5%. The maximum charges/ rate per ATM for ATMs permitted during the tenure of contract shall be Rs. 2 less than the prevailing interchange fee. If the difference between the increased price and prevailing Interchange fee is less than Rs. 2, then the charges/ rate per ATM will freeze (without revision) for the residual period of the contract and extension thereof. It will be revised only when the interchange fee is revised by RBI, subject to increased price shall always remain Rs. 02 less then RBI interchange fee.

3.3.11 If there is a decrease in CPI, the existing rate (of previous year i.e., prior to 1 st May of the current year) will apply.

3.3.12 The revised rates shall be applicable from 1st May subject to the fulfilment of Rollout Completion Conditions mentioned below: -

- b. All allotted base quota in regard to CRA activities using Cassette Swap method at ATMs to be completed by the respective successful bidders in all respects, and
- 8. Subject to fulfilment of the Rollout Completion Conditions mentioned above (a):
- c. A letter will be issued by the Implementation and rollout department of the Corporate Centre declaring rollout completion, when all the points mentioned above are complied with.
- d. The first revised rates will be applicable only w.e.f. the upcoming 1st May, one year after the Bank declared the rollout completion date as above.

For examples:

Complete rollout date	One year from rollout date	Date of 1st CPI rate Applicable
30 Sep 2023	30 Sep 2024	01 May 2025
31 Dec 2023	31 Dec 2024	01 May 2025

31 Mar 2024	31 Mar 2025	01 May 2025
30 Jun 2024	30 Jun 2025	01 May 2026

3.4 Bank Guarantee and Penalties

- 3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of 5% of the Total Cost of Ownership (TCO) on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s) with validity period of 87 month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 3.5.2 The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.5.3 If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, 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 Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule specified in this Agreement.

3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Schedule-B** in respect of any delay beyond the permitted period in providing the Services.

3.5.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

4. LIABILITIES/OBLIGATION

4.1 The Bank's Duties /Responsibility(if any)

(vi) Processing and authorising invoices

(vii) _____

4.2 Service Provider Duties

- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement and mentioned in RFP.
 - (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
 - (c) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
 - (d) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
 - (e) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall

capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.

- (f) Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- (g) The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (*if allowed*) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.
- (h) Cash Replenishment Agency is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- (i) Cash Replenishment Agency is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- (j) Cash Replenishment Agency will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Cash Replenishment Agency's negligence. Cash Replenishment Agency will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- (k) Cash Replenishment Agency is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- (l) Cash Replenishment Agency shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to

any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-K** of this RFP.

- (m) Cash Replenishment Agency shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- (n) The Cash Replenishment Agency agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Cash Replenishment Agencies in the performance of this Agreement shall be in compliance with the above Act thereafter. The Cash Replenishment Agency understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.
- (o) The team exclusively assigned to the activity should consist of a sufficient number of persons. Key person from the company for the job should be specified and any change or replacement of the key person should be at the satisfaction of the Bank only.
- (p) The Bidder alone shall be responsible for all or any of the service conditions of its personnel / employees.
- (q) The personnel / employees of the Bidder shall not be entitled to claim any employment or absorption in the Bank's service.
- (r) The CRA shall take over ATM sites for cash replenishment services within the timeline stipulated by the Bank.
- (s) The CRA shall submit a certificate signed upon takeover of ATM sites as per the requirement/ format given by the Bank.
- (t) The CRA shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] The onus of compliance to all the applicable Laws/Acts/ Rules shall rest with the CRA only and the Bank will not be liable for any non-compliance. Proof of the same should be submitted by the CRA in the manner prescribed by the Bank.

- (u) The CRA shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- (v) The CRA shall be responsible for arranging all relevant permissions/ road permits etc. for transportation of cash to the location where cash replenishment is to be done. The Bank shall only provide necessary letters for enabling various permissions.
- (w) Any loss to the Bank (including transactional amount & various penalties levied on the Bank by different authorities and agencies (RBI, NPCI, VISA & MASTER etc..) due to delay in settlement / refunds of failed transactions on account of delayed servicing will be recovered from the CRA from time to time.
- (x) If required by the Bank, the CRA shall provide suitable documentary proof for the qualifications and experience of the personnel deployed by them. The biodata, qualification, and experience of personnel deployed with Bank should be certified by the CRA for subsequent verification by the Bank on case-to-case basis.
- (y) The CRA shall provide services at ATMs/ADWMs situated at Bank's premises / offsite as per schedule of work / requirements which may be amended from time to time by the Bank during the contractual period and it shall always form part and parcel of the Contract. The CRA shall abide by such assignments as provided by the Bank from time to time.
- (z) The CRA agrees that it shall take adequate measures to protect the secrecy/ confidentiality of and avoid disclosure and unauthorized use of the confidential / sensitive information. The CRA shall immediately notify the Bank, in writing, upon discovery of any threatened breach, actual loss, or unauthorized disclosure of the confidential / sensitive information.
- (aa) The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take the oath of confidentiality and breach of this condition shall make the CRA as



well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

- (bb) The CRA is forbidden to transfer, assign, pledge or subcontract its rights and liabilities under this Contract to any other agency or organization. The CRA is responsible for managing the activities of its personnel engaged under the scope of the contract and will hold itself responsible for any misdemeanors.
 - (cc) The CRA shall be fully responsible for the acts of their representatives and shall fully indemnify the Bank for any kind of losses or damages caused by its team members. The Bank shall not be responsible for any claim from any team employed by the CRA or from any third party. The CRA shall wholly and fully be responsible for any such claims.
 - (dd) The CRA shall be liable to Bank for all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal, or fraudulent act of any of the representatives and employees of the successful CRA while providing the services.
 - (ee) On termination or completion: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Services, the CRA will deliver to the Bank all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Bank.
 - (ff) The joint Custodians of CRA must attend the machine (Visit the ATM machine) immediately if there is any cash related fault in the ATM and the personnel/executive needs to open the machine for fault repairs. The joint Custodians should provide timely support to the OEM/MS Vendor personnel/executive by attending the ATM when there is any maintenance/repairs/fault in the lower hood/ATM Vault. The joint Custodians will be responsible for any shortage or any discrepancies in cash after the call is attended by the personnel/executive.
- (ii) Security Responsibility



(a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

(b) _____

(c) _____

5. REPRESENTATIONS & WARRANTIES

5.1 Each of the Parties represents and warrants in relation to itself to the other that:

5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement / RFP and has been fully authorized through applicable corporate process to do so.

5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.

5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

5.2 Additional Representation and Warranties by Service Provider

- 5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 5.2.6 Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded

as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.

- 5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.8 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

6. GENERAL INDEMNITY

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or

sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

6.3 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of ::

- i. Vendor's breach of its warranties, covenants, responsibilities or obligations; or
- ii. Breach of confidentiality obligations mentioned in this Agreement; or
- iii. Any deficiency, fault and non-availability of services or
- iv. Any negligence, commission or omission by OEMs / Vendor as mentioned in agreement / RFP. or
- v. Any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Vendor. Vendor agrees to make good the loss suffered by the Bank. and

6.4 Vendor agrees and hereby keeps the Bank indemnified against any acts of negligence or misconduct on the part of employees, agents, representatives, or Sub-Contractors (if allowed) of Vendor under this agreement. For any third-party claim Bank shall give vendor: -

6.4.1 prompt written notice of the claim.

6.4.2 all requested information, available with the Bank, about the claim.

6.4.3 reasonable cooperation and assistance; and

6.4.4 sole authority to defend and settle the claim. Vendor agrees to make good the loss suffered by the Bank.

6.5 Subject to clause 6.5.1 and 6.5.2 of this Agreement, Vendor, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

6.5.1 The Bank will give

i. Vendor shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim.

ii. Vendor shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim.

iii. Vendor shall consult with the Bank with respect to the defence and settlement of any such claim; and

iv. in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

6.5.2 Vendor shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: i. Vendor's compliance with the Bank's specific technical designs or instructions (except where Vendor knew or should have known that such compliance was likely to result in an Infringement Claim and Vendor did not inform the Bank of the same) or ii Any unauthorized modification or alteration of the service by the Bank.

6.6 Vendor further undertakes to promptly notify the Bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation as soon as such breach comes to the knowledge of vendor and in such an event, the Bank will in addition to and without prejudice to

a) notice to Vendor of any such claim without delay/provide reasonable assistance to Vendor in disposing of the claim;

b) sole authority to defend and settle such claim and;

c) will at no time admit to any liability for or express any intent to settle the claim provided that any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

7. CONTINGENCY PLANS

7.1 Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction

to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

7.2 Service provider / Vendor should arrange centre for business continuity plan to provide continuous uninterrupted services under the SLA in case of any unexpected obstruction. The service provider should also confirm the annual successful testing of Business Continuity Plan.

7.3 Service Provider / Vendor should submit every year board approved comprehensive written plan for business continuity for restoration of system and services and disaster recovery. Annual drill activities should be ensuring the effectiveness of business continuity plan (BCP).

8. TRANSITION REQUIREMENT

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of 10 % of the respective line item of price bid on

demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

9. LIQUIDATED DAMAGES

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, /RFP the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5 % of total Project cost for delay of each week or part thereof maximum up to 5 % of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

10. RELATIONSHIP BETWEEN THE PARTIES

- 10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises

the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

11. SUBCONTRACTING: As per the scope of this RFP, sub-contracting of cash replenishment services is forbidden.

11.1 In case, sub-contracting is permitted by the Bank under provisions of rules and regulation, the Service provider will be responsible for all the sub-contracted services provided to the Bank regardless of which entity is conducting the operations. The Service provider is also responsible for ensuring that the sub-contractor complies with all security, statutory compliances, Bank / RBI / MHA guidelines / local administration / Labour Laws etc., requirements of SLA / RFP of Bank with the Service provider. The Bank can obtain independent audit report for the same. Service provider shall provide sub-contracting details along with the copy of the executed Service Level Agreement (SLA) immediately (at least 15 days before commencement of that sub-contracting service) to the Bank and if require, Bank may evaluate the same.

11.2 In Case of Sub-Contracting (if allowed by the Bank), the Service Provider shall provide the complete details of services sub-contracted by it including the details of sub-contractor(s) and /or its agent along with copy of agreement (SLA) with such sub-contractor to the Bank as and when requested.

11.3 In case of any requirement under scope of work, Bank or its officials shall have right to directly contact / follow-up / instruct to sub-contractor of the Service Provider / Vendor, and such sub-contractor (s) shall respond to bank and follow Bank's such instructions and shall take action accordingly. Service Provider / Vendor shall take care of such clause in subsequent agreement with Sub-contractor, if any and shall instruct the same to its sub-contractor.

11.4 Service Provider / Vendor should ensure due-diligence and periodic background checking of their staff including staffs of the sub-contracted company for which services have been sub-contracted.

11.5 All sub-contracting activities to be started only after obtaining necessary approval from the Bank.

11.6 Background checking/ integrity verification and informing to Bank of all the existing / new / outgoing / incoming employees of the outsourcing

entity dealing with the Bank should be timely submitted by the Service Provider / Vendor. The process should be continuous and the responsibility for the same rests with the Service Provider / Vendor.

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12. ASSIGNMENT

12.1 Service Provider / Vendor shall not transfer or assign at any stage, during the currency of contract and extension thereof, any of its duties, responsibilities, obligations and benefits of this agreement to any third party / financial institution / entity without the prior written consent of the Bank.

12.2 Bank can transfer or assign any service or all services under contract at any stage to an Affiliate / subsidiary /Joint Venture etc. during the currency of contract and inform to the Service Provider / Vendor.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

13.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

13.3 Subject to below mentioned sub-clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

13.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

13.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

14.INSPECTION AND AUDIT

14.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service

Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

14.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

14.4 Service Provider shall grant unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

14.5 In Order to comply with security control points, data storage technology (Servers/Public cloud/ Tapes etc.), Service Provider / Vendor shall get their systems /applications / environment, Cyber infrastructure etc. audited by

CERT-in empaneled auditor on annual basis and submit the certificate to the Bank issued by such CERT-in empaneled auditor.

14.6 The Bank shall have the right to direct the Service Provider to get themselves audited by external empaneled auditors/ Auditors appointed by the Bank annually or as decided by the Bank covering the risk parameters finalized by the Bank and the Service Provider / Vendor are required to submit such certification by the Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever be required by the Bank's empaneled Auditors, furnish all relevant information, records / data to them. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the empaneled Auditors, the Service Provider shall correct / resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empaneled auditor shall require to be certified by the empaneled Auditors covering the respective risk parameters against which such deficiencies have been observed.

15. CONFIDENTIALITY

15.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and

programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

15.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise. And Maintain confidentiality of customer's information even after the contract expires or is terminated by either party.

15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.

15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

15.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
- (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

15.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or

remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

15.9 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

15.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

15.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

15.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

16. TERMINATION

16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- a. Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank.
- b. If Service Provider fails to perform any other obligation(s) under the Agreement.
- c. Violations of any terms and conditions stipulated in the RFP;

d. On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) to (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

16.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- (ii) If service provider or any entity applies to the court to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) If any acts of commission or omission on the part of Service Provider or its

agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

(iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

16.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

16.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

16.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

17. DISPUTE REDRESSAL MECHANISM & GOVERNING LAW

17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement, if any, or in discharge of any obligation arising out of this Agreement and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.



17.2 Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

17.3 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

18. POWERS TO VARY OR OMIT WORK

18.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which

Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

18.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

19. WAIVER OF RIGHTS

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

20. LIMITATION OF LIABILITY

20.1 The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

20.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

20.3 The limitations set forth in above mentioned sub-Clause 20.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12³ (infringement of third-party Intellectual Property Right);
- (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider.
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations.
- (iv) 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 Service Provider.

For the purpose of above mentioned sub-clause 20.3(ii) “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

21. TAX DEDUCTION AT SOURCE:

21.1 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank

³ Please see Clause 12 ‘IPR Indemnification’

as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

21.2 Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

22. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES

All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India. For purposes of this clause, "origin" means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

The Service Provider / Vendor shall not provide / supply / use any banned imported goods / items and services of the restricted / prohibited items. Such BAN / prohibitions / restrictions are imposed by Gol or / and any Statutory Authority(ies) / Law enforcement agency(ies).

23. SECURITY:

The Service Provider / Vendor will be responsible for entire security including but not limited to the Physical, Digital, Cyber etc.

24. CHANGE IN ORDER:

The Bank may, at any time, by a written order given to the Service Provider / Vendor, make changes within the scope of the work and any other part of Contract as per bank business requirement and it shall be binding to the Service Provider / Vendor.

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

25. FORCE MAJEURE

- 25.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 25.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 25.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 25.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

26. NOTICES

- 26.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or

received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

26.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

26.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

Name: Shri Rajesh Kumar

Designation: AGM (AC-I&R)

Anytime Channel Department,

State Bank of India,

3rd floor, The Arcade,

World Trade Centre,

Cuffe Parade, Mumbai 400005.

Email ID: dgm4c.ir@sbi.co.in with a copy to cm4c.ir@sbi.co.in

Contact Number: 7722047025,

9899757053,9406903817,02269518811.

(b) In case of Service Provider

26.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

27. GENERAL TERMS & CONDITIONS

27.1 TRAINING : Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.

27.2 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's

Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

27.3 **SUCCESSORS AND ASSIGNS:** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

27.4 **NON-HIRE AND NON-SOLICITATION:** During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

27.5 **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

27.6 **MODIFICATION :** This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement. However, in case of omission / deletion of RFP terms in this agreement, the Bank reserves right to execute modification / addendum to the agreement and it shall be binding on the Service Provider / Vendor.

27.7 **ENTIRE AGREEMENT:** The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (i) This Agreement.
- (ii) Annexure of Agreement.
- (iii) Purchase Order No. _____ dated _____; and
- (iv) RFP



27.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

27.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

27.10 COUNTERPART: This Agreement is executed in duplicate, and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

By:

Name:

Designation:

Date:

Service Provider

By:

Name:

Designation:

Date:

WITNESS:

1.

2

ANNEXURE-A

Scope of Work and Payment Schedule

CRA services under this RFP will be for the period of seven years which can be further extended for 3 Years (in one or more tranches), solely at the discretion of the Bank and will be binding on Bidders.

The scope of “Cash Replenishment Services” involves ATMs / ADWMs cash replenishment, cash management, MIS Reporting, etc. An indicative list of deliverables that the CRA shall be responsible for are as follows but are not limited to

1. Method of Replenishment
2. Cash Replenishment
3. Cash Reconciliation
4. Cash Management Services
5. MIS
6. Help Desk Service and Escalation Matrix
7. Cash Forecasting

1. Method of Replenishment

CRA shall be replenishing cash in ATMs through Cassette Swap Method only. Successful bidders shall fulfil all statutory requirement in this regard at their own cost. CRA should have infrastructure to implement cassette swap method ab-initio.

Cassette Swap method:

At the time of cash replenishment, CRA to remove lockable cassette and zeroize the Admin Balance at ATM, insert the pre-filled cash cassette and increase the admin balance with amount lying in the pre-filled cash cassette.

CRA to reconcile the physical cash of removed lockable cassette at vault with admin balance and BGL balance.

Any short / excess cash shall be reported to Bank on the same day but not beyond T+1 day with balancing receipt.

2. CASH REPLENISHMENT / CASH EVACUATION SERVICES :

- i. CRA shall have Vaulting facilities, fabricated cash van, Security and CCTV arrangements, etc as stipulated in MHA guidelines.
- ii. CRA will share the ATM wise, denomination-wise indent on T-2 days to respective Currency Chest / Cash-linked Branches of the ATMs as per the cash status on ESQ/Monitoring Portal/ cash dispensation pattern of the respective ATMs.
- iii. CRA should have an application tool/ software for Cash Forecasting (Cash Forecasting considering variables such as historical data of cash dispensation pattern, holidays, Factor of Safety), Cash Indenting (sending Indents to the branch via email) and sending EOD of ATMs reports to the designated branches.
- iv. CRA has to integrate its own software/application tool with Bank's Monitoring tool without any extra cost to the Bank.
- v. After going through the indents, the branch shall advise the CRA its cash availability position and arrive at the final indent on the T-1 day.
- vi. CRA shall withdraw cash from designated branch against Cash Withdrawal Requisition Slip / Cash withdrawal request as per format mentioned in **Annexure2** and supporting documents i.e. CRA Cash indent / Schedule Cash order as per format mentioned in **Annexure-3**, Cash indents shall be submitted to the Bank designated branch (Nodal Branch) via Email / or any other mode as defined by Bank to facilitate them to arrange delivery of cash.
- vii. CRA shall submit to Bank's designated branch a list of authorized signatories to sign withdrawal slip and authorized operation staff.
- viii. Bank shall provide the required sorted cash of ATM-fit notes to the CRA. CRA agencies shall check the quality and quantity of the currency notes at the time of delivery by the Bank before taking the same to their vaults or / and direct loadings in the machines. Bank shall take Undertaking Letter {as per format in Annexure-6 of this cash appendix} whenever the cash is handed over to CRA. Acknowledgement of the cash handed over to CRA to be taken in a register maintained for this purpose. CRA will be responsible for any shortage and fake currency thereafter.

- ix. CRA shall use secured cash van as per the specifications given in Annexure-1 or any future guidelines issued by RBI / MHA / regulatory / statutory authority at no additional cost to the bank. The CRA shall ensure that cash shall always be in joint custody of two persons and single individual is not allowed to handle cash at any time. Further, security guards shall be in each vehicle for transportation of cash safely and efficiently as per latest applicable RBI / MHA Guidelines and subsequent changes if any thereafter.
- x. Cash is to be issued by Bank from one or more designated branch in each city identified for this purpose. In case of emergency, Bank may direct CRA to collect cash from any other Branch / any other Private or Public Sector Bank / RBI Offices in the city.
- xi. The Cash will be provided on T-1 day to CRAs where vaults are available and daily overnight vaulting permitted by Bank. The bank shall permit daily overnight cash vaulting wherever vaults are available. Vaults should be as per Bank / RBI / MHA guidelines.
- xii. Cash replenishment at ATMs shall start in the early morning by providing cash to the Cash Replenishment Agency (CRA) one day in advance (T-1)
- xiii. The CRA shall ensure that the entire cash handed over by the Bank is replenished in the ATMs by end of the day against which it had been provided. Reconciliation in this regard must be done on T+1 calendar day basis (where T is the replenishment day) In any case the cash must reconcile by depositing in Branches on T+1 calendar day basis, failing which an interest @ clean overdraft rate prevalent at the material time will be recovered from the CRA.
- xiv. In case, any machine is faulty, and the fault can't be resolved at the time of cash replenishment, then the cash provided for that machine to be returned to the Branch before the closing hours of the Branch. In case of emergency, or Branch is closed, or any other cases deemed fit by the Bank, Bank shall provide specific instructions and permission for vaulting at CRA's risk. In case of vaulting, CRA shall store cash in locked and / or sealed containers in the vault, separate from other customers' valuables maintained at the vault. CRA should inform the Branch the next day and can use the cash for replenishing other ATMs by getting specific instruction from the Bank's designated linked Branch.
- xv. CRA should provide Cash Balance Report (CBR), Vault Closing Balance Report (VCB) and Overage & shortage report (OSR) to BANK designated

linked branch daily via email. The Branch shall reconcile the same on daily basis.

- xvi. In case, Bank decides to use its own OTC infrastructure, Bidder should be able to adopt the OTC usage process laid down by Bank, at no additional cost to bank.
- xvii. The CRA shall ensure that no cash out in ATMs due to delay in the replenishment on their part.
- xviii. If due to any reason e.g., unexpected high withdrawals, subsequent loading(s) in a day is / are required, CRA should arrange for such replenishment activity (ies) immediately, without any cost to the Bank.

Wherever daily overnight Vaulting not available:

- i. T day: Replenishment Day
- ii. The CRA will share the ATM wise, denomination-wise indent on T-1 day morning to the respective Currency Chest / Cash-linked Branche(s) as per the cash dispensation pattern of the respective ATMs.
- iii. The Branch and CRA to arrive at the final indent on T-1 day. The Branch shall keep the cash separately ready at T-1 End-of-day so that the cash be provided to CRAs early morning on the T Day.
- iv. CRAs to collect cash early morning in Bank working hours and commence replenishment on the T Day.
- v. The balance in CRAs zero balance account should be NIL by end of day. No cash shall be vaulted in CRAs offices/premises. In case of emergency or any other cases deemed fit by the Bank, Bank shall provide specific instructions and permission for storing of cash. In such case, CRA shall store cash in locked and/or sealed containers, separate from other customers' valuables maintained with CRA. The amount of cash with CRA shall be reflecting in CRAs zero balance account.

CASSETTE SWAP SERVICES

- i) In Scenario 1{(i.e Phase 12 now replaced by Phase 18 ATM's) Cash Replenishment/ Cash Evacuation/ Management Centre Activities using Cassette Swap Method **without Cassette**}, the ATMs are under Comprehensive warranty including repair/replacing cassettes with respective OEM for normal wear/tear for entire Contract period. Any damage in Cassettes due to mishandling by CRA, the replacement cost to be borne by CRA itself. It is CRA's responsibility to provide un-interrupted Services, even in case of any dispute arise between CRA and OEM with regards to Cassettes. Initially, Bank shall provide the CRA with one default set of lockable cassettes and one additional set cassette, including a reject bin, for each ATM to implement Cassette Swap Method.
- ii) In Scenario 2 {(i.e Phase 13 ATM's) Cash Replenishment/ Cash Evacuation/ Management Centre Activities using Cassette Swap Method **with Cassette, CRA has to bear the cost of Cassettes and reject bin and cost of any repair/replacement of Cassettes to be borne by CRA for a period of 3 years and any extension thereof, if any at the discretion of the Bank. After the ATM machines are replaced with new ones, the rate and terms and conditions of Serial no. 1 shall apply. It is to be ensured that only the original OEM's cassettes with specific Make and Model are to be used for replacement of cassettes.**

Sr No	Phase	Make/Model of ATM
1	Phase 12	Diebold- D 429 CD, NCR- SELF SERVE 22E
2	Phase 13	Hyosung – MX5600S
3	Phase 18	NCR- SE Cash, Perto- CD5160
4	Phase 15	NCR- SE Cash, Perto- CD5160, AGS- PC280F, Diebold-DN100

- iii) The CRA must ensure the use of OEM-specified cassettes, compatible with the ATM's make and model, throughout the contract period, including any extensions, If any
- iv) Bank will handover Additional Cassette(s) & reject bin(s) to the Cash linked branch, which will be handed over to the CRA, when CRA commences cash replenishment through Cassette Swap Method for that ATM.

Note: If CRA uses “ADD Cash” Method for cash replenishment for a particular ATM, then bank will NOT provide additional set for that ATM. Additional set will be provided only when CRA commences Cassette Swap Method of replenishment

3. Cash Reconciliation

- i. The CRA should undertake ATM cash reconciliation on the same day but not later than T+1 by furnishing the Cash Balance Report, Cash Replenishment report, Cash evacuation report, Admin slip, ensure that the physical cash as per the Cash Balance Report tallies with all the counters and ATM General Ledger accounts.
- ii. Cash difference (excess or short), if any, has to be reported to the Bank on same day but not later than next day, failing which the Vendor shall be liable for the loss incurred by the Bank (if any).
- iii. Any cash loss to the Bank due to cash shortage in ATMs shall be intimated to the CRA, with supporting documents / proofs after submission of reports by the CRA. The CRA shall respond to such communication within 3 calendar days from the receipt of the intimation failing which, CRA shall be liable for the said loss. Supporting documents / proofs include but are not limited to:
 - a. Cash replenishment report, Cash Evacuation report, Admin Slip and ATM counters for the time period the variance was discovered and the same report(s) for the previous and post settlement periods.
 - b. Copies of Bank’s ATM reconciliation reports indicating the ATM’s beginning, ending and dispensed totals for the time period the variance was discovered.
 - c. Cash balance report (CBR) including excess/short and no difference Cash report,
 - d. Copies of the suspect transactions report.
 - e. Bank’s calculation of the claimed variance.
 - f. The CRA shall be responsible for reconciliation of cash and resolution of all disputes related to ADMIN transactions at the ATM and Vault.

4. CASH MANAGEMENT

- (i) The CRA shall provide cash management services to monitor and manage the availability of cash in the Bank's network of ATMs as per the requirement of Bank.
- (ii) Factor of Safety (FoS), i.e., the ideal amount of cash that should be present in the ATM to prevent cash out and idle cash situation. FoS shall be fixed as per the Bank's requirements. FoS will be calculated on a daily basis at every individual ATM (except days prior to the Bank Holiday). There shall be no FoS penalty for the first three months for any newly installed ATM.
- (iii) At any point during the contract period, the Bank may decide to change the loading process for some/all the ATMs. The CRA shall ensure cash verification by Bank's designated officials, authorized agents.
- (iv) The CRA shall ensure cash verification once a month to verify cash position in the ATM and submit verification reports for each month to the concerned Bank department by the 15th of the next month.
- (v) CRAs shall manage and report all cash placements, store spare currency for Scheduled and Unscheduled Replenishments, in the manner, frequency and amounts mutually agreed with Bank.

5. MIS

- a) CRA should provide any MIS Report sought by the Bank during the contract period and extension(s) thereof, within the timeframe specified by the Bank, at no cost to the Bank.
- b) CRA shall assist in meaningful analysis of performance for improving uptime and availability of ATMs.
- c) CRA shall have to translate dynamically, the status information of all machines in the network / MIS as seen through their Management Centre into web pages, which can be accessed by Bank's Users Role based, if required. The summarized data provided by CRA on the Web Server shall be classifiable at Multiple levels such as machine-wise, LHO wise, Zonal Office wise etc. or as may be intimated by Bank.
- d) CRA shall furnish the Standard Report promptly including exceptions for SLAs of all connected Cash Replenishment Agency's along with their stipulated periodicity as appended below which Bank may at its discretion add to / delete from the list:

Sl. No.	Reports	Description
MONTHLY		
1	Consolidated Cash Out Report with cause and TAT analysis	Monthly with machine ID, date and reasons
2	Analysis of cash forecasting recommendations	No. of occasions machines went out of cash despite providing cash in time as per recommendations.
3	Consolidated Reports on calls (with TAT)	Region-wise report of calls per machine
FORTNIGHTLY		
4.	Consolidated Exception Report	Consolidated list of machines which were out-of service due to Cash Out reasons for more than 4 hours for each instance, with downtime break up and the reasons with remedial plans.
WEEKLY		
5	Report on Factor of Safety (FoS)	Circle-wise weekly report along with daily closing balance in each machine.
Daily		
6	Urgent Actionable Information	Urgent actionable information on cash out, cash jams, cash handler, low currency cassette etc, through SMS
7	Cash Recommendations	Recommendations for optimum amount of cash to be loaded to avoid cash outs and idle cash.
8	Consolidated Cash Recommendations	Consolidated list of all cash recommendations sent to branches.
9	Cash Recommendations Not Followed	List of machines which went out of cash on account of non-adherence to cash recommendations sent.
10.	Daily FOS report (Circle wise)	Machine-ID wise FoS Report with details of cash dispensed, opening balance, cash replenished and cash evacuated.
11	Daily Cash Reports	Cash balance report (CBR) including excess/short and no difference Cash report
12	Other Cash Reports	Vault Closing Balance Report (VCB) and Overage & shortage report (OSR) to BANK designated linked branch daily via email.
On Demand		
13.	Cash Out Report	Incidents of Cash Out

14.	Hourly Current Status report	Current status on demand in crises like Bank strike, rains, floods, regulatory requirement etc
15.	Ticket History Report	For chronically ailing ATMs
16.	OTC Report	As and when required.
17.	BCP as per Banks Format	Certification from CRA required
18.	Any other report	As and when required.

10. COMPLIANCE OF STATUTORY AND OTHER RESPONSIBILITY: -

- i. The CRA should ensure that existing and time to time issued statutory, regulatory and all other guidelines are compiled during the contract period and extension thereof, with respect to the cash-in-transit, cash held in vaults and cash loaded or cash evacuated in / from ATM etc.
- ii. It shall be the sole responsibility of the CRA to obtain required licences, permissions etc. from local or any other authority for cash transit or vaulting.
- iii. Any penalty charged to the Bank for non-compliance with any guideline or for non-obtainment of required permissions, licenses by the CRA will be compensated by the CRA to the bank.
- iv. In the event of seizure of Bank's cash for non-compliance of any guidelines or non-obtainment of required licenses, permissions etc by the CRA, all costs incurred for release of bank's cash will be borne by the CRA.
- v. CRA must adhere to present / future guidelines / notifications issued by RBI / Gol / any other regulatory / Statutory body without cost to the Bank. The following list is illustrative but not exhaustive:
 - a **RBI DCR.No.BP.BC.76/21.04.158/2014-15 dated March 11,2015 - Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by Banks.**
 - b **RBI/2017-18/ 152 dated 06.04.2018: (Cash Management activities of the Banks- Standards for engaging the Cash Replenishment Agency and its subcontractor)**

- c **RBI -DCM No. 2746/10.25.07/2018-19 dated May 14, 2019- Reconciliation of transactions shall be done between the bank, the Cash Replenishment Agency and its sub-contractors at least on a T+3 basis**
 - d **Gazette Notification issued by Ministry of Home Affairs (MHA), New Delhi on 8th Aug. 2018 (as described by in Annexure I)**
 - e **RBI Cash out Penalty: RBI/2021-22/84DCM (RMMT) No S153 / 11.01.01 / 2021-22 dated 10.08.2021.**
 - f **RBI's notification No. RBI/2017-18/162DCM(Plg.), No. 3641 / 10.25.007 / 2017 -18 dated 12th April 2018, RBI/2021-22/71 DCM (Plg.) No. S39 / 10.25.007 / 2021-22 dated 12th July 2021 and RBI/2021-22/190 DCM (Plg.) No. S 1117/10.25.007/2021-22 dated 31st March 2022 etc.**
 - g **RBI notification no RBI / 2021-22/84 DCM (RMMT) No. S153 / 11.01.01 / 2021-22 August 10, 2021 for Cash out ATMs**
 - h **Circular no. RBI / 2018-19 / 214 DCM (Plg.) No.2968 / 10.25.007 / 2018-19 dated June 14, 2019, on E-surveillance, OTC locks & Grouting.**
 - i **RBI circular no DCM (RMMT) S2070/20.02.002/2024-25 dated October 18, 2024**
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- vi. The CRA shall be fully responsible for the actions and integrity of the persons employed to carry out the functions of cash replenishment like loading and unloading of cash in the ATM.
 - vii. The CRA must comply with the gazette notification issued by Ministry of Home Affairs (MHA) dated 08th August 2018 described in **Annexure – I** under this RFP.
 - viii. Cash should be transported only in the owned / leased security cash vans of the CRA or its first level sub-contractors. Each cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) as per MHA guidelines having separate passenger and cash compartments, with a CCTV covering both compartments.

- ix. The passenger compartment should accommodate two custodians and two-armed security guards (gunmen) besides the driver.
- x. No cash van should move without armed guards. The gunmen must carry their weapons in a functional condition along with valid gun licenses. The Service Provider or its first level sub-contractor should also furnish the list of its employed gunmen to the police authorities concerned.
- xi. Each cash van should have tubeless tyres, wireless (mobile) communication and hooters. The vans should not follow the same route and timing repeatedly so as to become predictable. Predictable movement on regular routes must be discouraged. Staff should be rotated and assigned only on the day of the trip. With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.
- xii. Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents.
- xiii. All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems live CCTV monitoring with recording for at least 90 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors.
- xiv. Critical information like customer account data should be kept highly secure. Access to the switch server should be restricted to banks. Interfaces where a bank gives access to the service provider or its subcontractor to the bank's internal server should be limited to relevant information and secured.
- xv. In case ATMs / ADWMs required access to the ATM chest for repair and maintenance of machines. CRA shall coordinate with the ATM / ADWMs vendors and arrange providing the access to chest within the

2 hours of receipt of communication. The liability of Cash lying in the ATM during maintenance will rest with the CRA Vendor.

11. Liabilities and Recovery of Losses: -

- i. The provisions of this Section govern the liability of CRA for any claim of Damage, lost, missing, or stolen Currency and, with respect to such losses, supersede any inconsistent provision in Agreement or any other agreement, addendum, or appendix signed by the parties.
- ii. For the purposes of this, the amounts of the following defined terms shall be:
 - a. Transit Loss Liability for the CRA will be the total amount given by the Bank Plus Cash Evacuated, if any Minus Cash replenished in ATMs.
 - b. Vault Loss liability for the CRA will be the total amount given by the Bank to the CRA less the amount actually replenished out of that total amount plus the amount actually evacuated, if any.
 - c. In case of exigencies, like continuous Holidays, festival seasons, etc. whenever the vault limit is increased by LHO, the above loss liability limits shall increase accordingly. Insurance policy should be able to cover the enhanced vault limits.
- iii. CRA shall be liable for ATM Loss, Transit Loss and Vault Loss or any other type of loss in any scenario.
- iv. CRA shall be liable for any Vault Loss up to the Vault Loss Liability Limit. CRA's liability shall commence when Currencies have been delivered into a vault and shall terminate when they are either (a) delivered to Bank or Bank's designated consignee or agent; or (b) placed in a Secured Cash Van owned, operated by, or under the control of CRA.
- v. CRA shall be liable for any Transit Loss up to the Transit Loss Liability Limit. CRA's liability shall commence when Currencies have been placed in CRA's Secured Cash Van and shall terminate when they are either (a) delivered to Bank or Bank's designated consignee or agent; or (b) delivered to, and deposited in, an ATM

and CRA has secured the ATM vault and departed from the room or immediate area where the ATM is located.

- vi. Vault Loss (es) and Transit Loss (es), if any, shall be made good by CRA to BANK within 15 (Fifteen) days of occurrence of such loss without waiting for admissibility or settlement of the insurance claim. If the CRA fails to make such payment with the said period of 15 days from date of occurrence/discovery whichever is earlier, then Bank reserves the right to recover the same by invoking the Bank guarantee.
- vii. In addition to the damages and remedies expressly set forth, CRA shall be liable to Bank, either directly or bypass-through claims of indemnity or contribution for claims of third parties, for any moneys, damages, relief, or remedies, irrespective of whether the claim arises in common law, tort, statute, or equity.
- viii. In case of any ATM loss (es), discrepancy / difference in the report generated on the ATM and the physical / actual cash, if after Bank investigation, it is proved that the shortage / difference of cash, if any, between the report generated and the physical cash, is on account of the lapses on the part of the CRA, CRA shall make the payment within 7 (seven) days from the day it is proved.
- ix. Defrauded amount if any, shall be made good along with interest thereon at SBI Banks' prevailing clean overdraft interest rate at material time along with penalty at the rate of 3 percent of the defrauded amount, by CRA to Bank within 15(Fifteen) days of occurrence of such fraud without waiting for admissibility or settlement of the insurance claim, if any. If the CRA fails to make such payment with the said period of 15 days, then Bank reserves the right to recover the same from monthly invoices or / and by invoking the Bank Guarantee(s) submitted.
- x. CRA shall allow Bank, its authorized representatives, RBI and other regulatory & statutory bodies to conduct vault audits at location where currency vaulting services is provided. Audits shall be conducted by Bank at its own cost during normal business hours. Bank representatives shall carry a letter authorizing them to conduct such audits along with their identity cards, any Bank official without the said authority letter and identity cards shall not be allowed by CRA to conduct audits.

12. BANK GUARANTEE FOR CASH SERVICES: -

The CRA shall submit to the concerned LHOs / Circles, a Bank Guarantee for the term of 87 months @ Rs. 50,000/- per ATM in the specified format for securing the obligations in respect of cash loss in the number of ATMs allotted in each LHO / Circle during the contract period and extension thereof. For any further addition of ATMs allotted to the CRA during the currency of the agreement, additional Bank Guarantee, on the same terms and conditions for added number of ATMs, shall have to be provided by the CRA to the LHOs / Circles. In the event of failure on the part of the CRA to pay for cash losses, the Bank shall be entitled to invoke the Bank Guarantee(s).

13. OTHER TERMS: -

- i. Captioned services (Cash Replenishment services) will be availed at the ATMs located anywhere in India at the discretion of the Bank.
- ii. CRA shall submit Board approved **Business Continuity Plan (BCP) / Disaster Recovery Plan (DRP) as per Banks Format** every year mandatorily or as and when required by the Bank, for Cash Replenishment / Evacuation services acceptable to the Bank.
- iii. If the Bank provides a generic tool for monitoring of movement of cash the CRA shall integrate it with their system without any additional cost to the Bank.
- iv. CRAs should have adequate Insurance for the Bank's cash in vault / Cash -in transit and a copy of the same should be submitted to respective LHOs.
- v. Vaults will be subjected to audits by the RBI/ Bank / Auditors whenever required.
- vi. CRA shall arrange for daily EOD and prepare daily End-of-Day (EOD) activity report [ATM ID wise] as per prescribed format mentioned in Annexure-4, supervisory counters and admin slips under the signature of CRAs performing cash replenishment and submit to Bank same day but not later than next day. CRA shall provide Cash Balance Report (CBR), Vault Closing Balance Report (VCB) and Overage & Shortage Report (OSR) as per format mentioned in Annexure-5 to Bank designated linked branch daily via e-mail.



- vii. **Vault Balancing:** CRA shall provide records of cash received and cash disbursed to and from the vault with the previous day's verified records to the cash linked branch daily. The closing balance shown in the vault closing balance report (VCB) should be equal to physical cash balance at the vault.
- viii. Bank agrees that neither Bank's employees nor any third party shall have access to ATM vaults. However, in case of fault requiring access to vault for rectification/repair of ATM by the OEM/Vendor, CRA shall provide access to vault under their supervision without delay and without liability to the bank.
- ix. During the course of contract, if any particular denomination is to be included as per guidelines issued by the GOI / RBI / Bank etc and it is needed that the ATM should be configured to continue dispensing the other new denomination, than it is mandatory that the CRA should arrange to configure the Cassettes as specified by the GOI / RBI / Bank etc.
- x. CRA shall ensure replenishment of small denomination currency notes specifically, Rs 100/ or Rs 200/- in all ATMs or as decided by the bank.
- xi. The joint Custodians of CRA must attend the machine (Visit the ATM machine) immediately if there is any cash related fault in the ATM and the personnel/executive needs to open the machine for fault repairs. The joint Custodians should provide timely support to the OEM/MS Vendor personnel/executive by attending the ATM when there is any maintenance/repairs/fault in the lower hood/ATM Vault. The joint Custodians will be responsible for any shortage or any discrepancies in cash after the call is attended by the personnel/executive.
- xii. After the ticket is lodged, the Joint Custodians have to reach within 2 hours at the faulty ATM site to attend the FLM call.

Following TAT/Penalty would be levied if the joint custodian does not attend the FLM call:

Category	Resolution Time/ TAT	Penalty
VIP ATMs	2 Hours: Irrespective of the population group/ category	Rs 1200/- per ATM per hour.

Regular ATMs	i. 4 Hours: At Metro, Urban and Semi-urban locations ii. 6 Hours: At Rural locations	Rs 1000/- per ATM per hour.
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The Bank will have sole discretion to permit the grace travel time depending on the circumstances. The Bank has the discretion of classifying the ATMs as VIP or Regular subject to review.

CRA should ensure to coordinate and provide timely support to the OEM/MS Vendor with a view to resolve the incident and operationalise the ATM within the abovementioned resolution timelines.

xiii. Currency Sorting:

- A. Any shortage of cash because of CRA activities, whatsoever and for whatever reason, shall be made good to the Bank within 7 days without waiting for admissibility or settlement of the insurance claim. In the event of failure on the part of the CRA to pay for cash losses as per the terms and conditions, the Bank shall be entitled to invoke the Performance Bank Guarantee(s).
- B. Once the note packets are received and acknowledged, CRA would be responsible for shortage and fake currency if any, noticed subsequently. A penalty of Rs 10,000/- per instance will be levied on the CRA whenever any Counterfeit Currency is detected by any manner from the following: -
- Evacuated cash from the ATM.
 - Unreplenished cash returned to the Bank by CRA,
 - Genuine ATM-fit notes given by the Bank to CRA for cash replenishment in ATM, but counterfeit notes were mixed / exchanged with genuine ones and replenished in ATMs by CRA.
 - CRA shall compensate any loss to the Bank and / or penalty imposed on the Bank due to counterfeit currency.
 - CRA shall be responsible to make good the amount equivalent to the value of the counterfeit note immediately.

Cash out Exclusions:

CRA shall not be responsible for cash outs and related downtime of ATM, if it arises due to following reasons:

- a) Quantum of cash not received as per indents raised by CRA based on the dispensation pattern of ATM(s) and / or as per the envisaged Factor of safety (FoS) mentioned in this RFP.
- b) During the course of contract if any particular denomination is discontinued by the GOI / RBI / Bank etc and it is needed that the ATM should be configured to continue dispensing the other new / remaining denomination.

USE OF ONE TIME COMBINATION (OTC) FOR ATM VAULTS: -

- i. CRA has to ensure that all ATMs are operated for cash activities only with digital One Time Combination (OTC) locks. Bank will assist in getting required Keys from MS Vendor/OEM. CRA will have to operationalize OTC by integrating it with their system. ATMs are to be made cash live with OTC. Any machine which is Cash live and not OTC enabled, will attract penal provisions of Rs. 500/- per day till the date on which the machine is OTC enabled.
- ii. The combination lock should be made compatible with the Bank's OTC Infrastructure, if required by the Bank, without any additional cost to Bank.
- iii. ATM serviced, pursuant to this RFP, shall be equipped with the Mas Hamilton / KABA / S&G Lock / Securam or equivalent One Time Combination (OTC) locks. CRA shall: -
 - a. Implement centralized and mobile based OTC solution.
 - b. Adhere to all security protocols for OTC solution.
 - c. Activate OTC lock to route mode during Initial Currency Load.
 - d. Acquire, implement and operate the one-time combination dispatch software in route mode.
 - e. Make its records / audit trails available as and when necessary to investigate any operational issue or loss.
- iv. The CRA shall have necessary infrastructure and software required to generate and communicate one time password to its joint custodians at site. CRA shall mandatorily use OTC solution for every cash related activity at all sites. The CRA shall have the capability of takeover of OTC password generation process within shortest time, in case of any exigency.



- v. For the purpose of cash replenishment / cash evacuation, CRA shall have a crew of two custodians and one-time combination to open the cash vault using the OTC Solution.

NOTICE OF SHORTAGES, LOSS, AND OVERAGES; CLAIMS: -

- i. If the reports provided by CRA, or other records or information of which Bank become aware, reveal a discrepancy (loss or overage), Bank shall give written notice of the discrepancy after the earlier of:
 - (a) CRAs delivery of tapes, reports, or other records which provide sufficient information to disclose, upon reasonable review, the discrepancy; or
 - (b) such time as Bank become aware of the discrepancy through any other means.
- ii. This notice is intended to permit CRA to commence its investigation and does not constitute a claim of loss.
- iii. Along notice required, Bank shall provide CRA with a claim and affirmative written proof of any ATM Loss, subscribed and sworn to by Bank, and substantiated by Bank's books, records and accounts, within the time prescribed herein. Bank shall retain and provide to CRA upon request any documentation provided to Bank by the CRA (including but not limited to vault documentation) relating to the ATM Loss, and Bank agree, upon CRAs request, to make available during regular business hours Bank's books, records, and accounts which relate to the alleged ATM Loss, and shall cooperate with and assist in the investigation thereof, including sharing with CRA all information that any person may have concerning the alleged ATM Loss and the circumstances surrounding the same. Each party's investigation shall include cooperating with the policies, procedures and requests for information of the internal security departments of the other party. Each party shall make available to the other party all records relating to the ATM Loss including, but not limited to, investigative reports and all records relating to access to the ATM.
- iv. Unless the notice of discrepancy required, and a claim and proof of ATM Loss are timely delivered to all addressees, all claims shall be deemed to have been waived. No action, suit or proceeding to recover for any such ATM Loss may be brought against CRA unless such action, suit or proceeding is commenced no sooner than six

months and not later than twelve months from the time a claim is made.

- v. All notices and claims (including copies) must be delivered by express mail, same day or overnight courier providing proof of delivery. Notices by Bank to CRA over registered Email / address shall be deemed given on the day received.

Factor of Safety (FoS)

The service providers are entrusted with the task of arrangement for replenishment of ATMs with required cash ordinarily on a daily basis to ensure prevention of “**Cash Out**” as well as “**Idle Cash**” situations in the ATMs. For purpose of monitoring of cash level/requirement in ATMs, there is concept of “**Factor of Safety (FOS)**” in the respective RFPs/SLAs. The FOS is envisaged to be maintained at the prescribed level at 2 times (i.e. cash to be present always in ATM to the extent of double of the withdrawal) for “**Normal Days**” and at 2.5 times for “**Holidays**”.

In order to ensure the envisaged FOS level in ATMs, penalty provisions are incorporated in the respective SLAs executed with the Service provider. In case of breaching the same, penalties by way of interest @ “**Bank Clean OD**” rate are levied on the “**Excess Cash**” lying in such ATMs and are recovered from the Vendor’s bills.

(Excess Cash = Closing Balance – Ideal Cash)

(Whereas **Ideal Cash** = Average daily withdrawal of previous month * target FOS)

It is being observed that the dispense forecast being done is based on multiple factors considering salary period, historical pattern, festive seasons, etc. and hence varies from day to day/week to week. The period with higher dispense is being considered as “Peak period” and the lower dispense period is “non-peak” period.

ACCEPTANCE AND VERIFICATION: -

- i. CRA shall sort and verify the cash in Bank’s premises if Bank provides space and machines for counting of notes. Where Bank does not have sufficient space and machine on its premises to count the currency, the CRA shall sort and verify by Note Sorting Machine (NSM) on same working day of receipt any Currency shipments accepted on Bank’s behalf. Verification shall be performed in CRAs

Vault under videotaped CCTV surveillance and documented dual control.

- ii. Bank shall cooperate to recover Valuables, including correcting the transaction (debiting the account) of any customer for an ATM Loss due to improperly dispensed Currency as a result of mis-loaded denominations, mis-configured cassettes, or mis-loaded cassettes.
- iii. Due diligence shall be done by CRA to identify forged notes. The forged notes found during sorting by the CRA, the same shall be returned to Bank and the Bank shall accept the same. Notes once accepted by either party shall be its sole responsibility.

HELP CENTRE ACTIVITIES

i. **Event/Incident Management Services** The CRA shall ensure receipt of service requests via a helpline number (Toll Free Number) to its Management Centre or as per the trouble ticket generated in the monitoring system.

ii. In case of Cash handler note jam and other Cash related faults/repairs in the lower hood of the ATM, CRA will be responsible for coordination with all stakeholders responsible for managing performance of the ATM.

- The CRA shall ensure communication link between Bank IT Center & their Management Center is always up and any cost that may arise for setting up the link/ any other technical integration between Bank & CRA will need to be borne by CRAs.

iii. Performance Management

- The CRA shall conduct monthly performance reviews with Bank at LHOs and Corporate Centre at mutually agreed schedules, dates and locations and representatives from both Bank and representative of CRA shall attend such performance reviews.

j) ATM Help Desk/ Escalation Matrix

i. The CRA shall ensure that a Help Desk is available 24*7*365 for the entirety of the contract duration.

ii. The Help Desk shall have a toll-free telephone number with multiple lines as specified by the Bank and serve as a single point of contact.

iii. The CRA shall ensure adequate capability of staff and infrastructure for receiving calls/ emails, identifying callers, understanding the incident reported, and logging & creating the ticket in the monitoring system for further action. The

CRA shall ensure the support staff at Help Desk should be well trained to effectively handle queries raised by the Bank's customer / employees / vendors etc.

iv. . Contact details of all stakeholders shall be available with the Help Desk

Annexure 1

1. Physical/ Security Infrastructure:

- a. Minimum fleet size of 300 specifically fabricated cash vans (owned / leased).
- b. Cash should be transported only in the owned / leased security cash vans of the Cash Replenishment Agency or its first level sub-contractors.

2. Use of specially designed and fabricated cash van:

- a. No private security agency shall provide private security or private security guards to a Bank or a cash handling agency for cash transportation activities, unless such activities are carried out in a secured cash van, which complies with the conditions for design and specification specified in the First Schedule (given below), owned by it or owned by the Bank or the cash handling agency, as the case may be.
- b. No taxi or hired vehicle shall be used for cash transportation activities by the private security agency:

Provided that a vehicle which is on long term contract with the private security agency or Bank or cash handling agency and the vehicle complies with the conditions for design and specification laid down under sub-rule 4 (1) of MHA Model Rules may be used by the private security agency:

Provided further that in case of any remote location where private security agencies are not present and not serviced by a currency chest, any vehicle at such location may be used as an exception under the strict security control and support of the local police.

THE FIRST SCHEDULE

[See rule 4(1) of MHA Model Rules]

3. DESIGN AND SPECIFICATION FOR SECURED CASH VANS

a) Make. — The cash van shall—

- be a Light Commercial Vehicle, with an engine capacity of not less than 2200 CC, preferably turbocharged.
- be not more than seven years old;

- have tubeless tyres;
 - have a ground clearance of not less than 190 mm; and the passenger cabin should have factory built 4 doors and two rows of seats to accommodate 1 driver plus 1 armed security guard in front row and 3 passengers, including one armed security guard in the second row.
- b) Layout. —**
- i. Each cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) having separate passenger and cash compartments, with a CCTV covering both compartments. The cash van shall have the compartment for storing cash, physically separated and locked from the passenger compartment unit;
- c) Cash compartment security. —**
- i. The cash compartment should be inaccessible from outside the van unless operated internally through manual or electronic lock and cash compartment is specially reinforced with steel with only one door and grill gate;
 - ii. the entrance of the cash compartment shall be from the rear side to ensure proper visibility, operational feasibility and CCTV surveillance
 - iii. all windows and wind screen shall have wire mesh protection of not more than one square inch and each window mesh shall have a circular port-hole of six inches diameter for use of weapons
 - iv. the panic switches for operating the hooter are available with the driver and other occupants.
- d) Cash box security. —**
- Each of the cash boxes shall be secured to the floor with separate chains and have locks that can be opened or locked only by using separate keys kept with different custodians and cash for each bank shall be carried, preferably, in a separate box with the name of the bank written on it.
- e) Other security features. —**
- i) The cash van shall be provided with a small CCTV system with at least five days recording facility and three cameras installed in front, rear and inside of the cabin.
 - ii) A security alarm with GSM based auto-dialer shall be provided with a motorized siren.
 - iii) The cash van shall be equipped with hooter, fire extinguishers and emergency lights to ensure quick reaction in case of an attack.
- f) Requisite number of trained staff per cash van. —**

- a. The private security agency shall provide the private security for the cash transportation activities with the requisite number of trained staff, directly appointed or engaged by the private security agency, as specified in sub-rule (2) of the said Gazette Notification No F.S.24021/13/2016 dated Aug. 8, 2018.
- b. Every cash van shall have the following minimum staff, possessing the qualifications and training laid down under section 10 of the Act, on board for every single cash transportation activities, namely: —
 - i. Driver – one;
 - ii. Armed security guards – two; and
 - iii. ATM officer or custodian – two.
- c. The cash van shall always be escorted by at least two trained armed security guards on board:

Provided that more than two-armed security guard may be deputed on a cash van depending on the amount of cash carried and in accordance with the individual company's insurance guidelines or client contract or terrain of operation.

The passenger compartment should accommodate two custodians and two-armed security guards (gunmen) besides the driver.

- d. 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.

Notwithstanding any other provision in these rules, the ex-serviceman, otherwise eligible, may preferably be appointed or engaged by the private security agency for providing security for cash transportation activities.

- e. No cash van should move without armed guards. The gunmen must carry their weapons in a functional condition along with valid gun licenses. The Cash Replenishment Agency or its first level sub-contractor should also furnish the list of its employed gunmen to the police authorities concerned.
- g) Live GPS tracking of cash van during operations**

- a. Every cash transportation activities shall be carried out only in secured cash vans fitted with GPS tracking device. Each cash van should be GPS enabled and monitored live with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.

Explanation. — For the purposes of this sub-rule, the expression “GPS” means the global positioning system which is a space-based navigation system that provides location and time information in all weather conditions, anywhere on or near the Earth where there is an unobstructed line of sight to four or more GPS satellites

- b. The private security agency shall ensure that each cash van shall be monitored live at all times during cash transportation activities through a redundant communications protocol and with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.
- c. Each cash van should have wireless (mobile) communication and hooters. The vans should not follow the same route and timing repeatedly so as to become predictable. Predictable movement on regular routes must be discouraged. Staff should be rotated and assigned only on the day of the trip. With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.
- d. Night movement of cash vans should be discouraged. All cash movements should be carried out during daylight. There can be some relaxation in metro and urban areas though depending on the law-and-order situation specific to the place or the guidelines issued by the local police. If the cash van has to make a night halt, it necessarily has to be in a police station. In case of inter-state movement, changeover of security personnel at the border crossing must be pre-arranged.
- e. Proper documentation including a letter from the remitting bank should be carried invariably in the cash van, at all times, particularly for inter-state movement of currency.
- f. ATM operations should be carried out only by certified personnel who have completed minimum hours of classroom learning and training. The content of such training may be certified by a Self-Regulatory Organisation (SRO) of Cash-in-Transit (CIT) Companies / Cash Replenishment Agencies (CRAs) who may tie up with agencies like National Skill Development Corporation for delivery of the courses.

- g. The staff associated with cash handling should be adequately trained and duly certified through an accreditation process. Certification could be carried out through the SRO or other designated agencies.
- h. Character and antecedent verification of all crew members associated with cash van movement, should be done meticulously. Strict background check of the employees should include police verification of at least the last two addresses. Such verification should be updated periodically and shared on a common database at industry level. The SRO can play a proactive role in creating a common data base for the industry. In case of dismissal of an employee, the CIT / CRA concerned should immediately inform the police with details. Further requirements are given below –

h) Antecedent check of personnel. —

- (1) No private security agency shall appoint or engage or deploy any personnel for the cash transportation activities, unless such personnel have undergone thorough antecedent check and his proper KYC verification and police verification is done, before appointing or engaging or deploying them by the agency, in accordance with the provisions of the Act or any other law for the time being in force.

Explanation. — For the purposes of this sub-rule, the expression “KYC” means the know your customer process of an agency or business identifying and verifying the identity of its clients or person associated or to be associated with the agency or business.

- (2) Every private security agency shall be responsible to comply with the following checks before an individual is appointed or engaged to participate in cash transportation activities, namely: —

i) Police clearance certificate – every individual shall obtain the police clearance certificate from his local police station before appointment or engagement.

j) Residence verification – the private security agency shall use its own resources to conduct a physical verification of the residential address of every individual, including general conduct check and the individual shall furnish to the security agency the proof of residential address of at least three years before appointment or engagement for the cash transportation activities.

- k) **Previous employer check** – the private security agency shall use its own resources to conduct reference check with previous employers of the individual, if any.
- l) **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;
- m) **Credit history check** – the private security agency shall conduct a credit history check of every individual appointed or engaged to ensure that willful credit defaulters are not appointed or engaged for the cash transportation activities;
- n) **Fidelity insurance** – the private security agency shall obtain a fidelity insurance in respect of every personnel appointed or engaged for the cash transportation activities.
- o) Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents.
- p) All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems live CCTV monitoring with recording for at least 180 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors.
- q) Work area should be separate from the cash area. The premises should be under the security of armed guards whose number should have reference to the scale of operations specific to the location but not less than five in any case.
- r) Critical information like customer account data should be kept highly secure. Access to the switch server should be restricted to banks. Interfaces where a bank gives access to the Cash Replenishment Agency or its sub-contractor to the bank's internal server should be limited to relevant information and secured.

Other Point

- i) All Cash Replenishment Agencies (CRAs) shall be required to have certain basic infrastructure, resources and other assets / equipment to

be in a position to provide the Cash-in-Transit / Cash Replenishment/
Cash evacuation & other associated services to the Bank.

- ii) Authorised agency shall verify vaulting facility and overnight holding pattern before outsourcing work to the CRA and submit a certificate to the Bank/Circle to this effect. Bank/Circle may also verify vaulting facility to ensure the adherence to prescribed norm
- iii) CRAs shall enhance / adjust the crew complement with consent of the Bank based on cash load and risk assessment in the specific geography of operation.
- iv) Wherever possible (especially at Metro and big cities where Bank has more than 15 ATM/CD/CDM/Cash Recycler) CRA shall provide exclusive van for cash related activities of the Bank.
- v) Recruitment of Operational staff: Protocols stated below to be followed to minimize loss due to fidelity/employee errors and also improve quality of operations.
 - a All employees on company's/Vendor's payroll shall comply with minimum wage, Labour laws, PF, ESIC norms as applicable based on their skill levels. Vendor's HR department shall conduct a thorough scrutiny of employee credentials before selection. Pre-recruitment formalities shall include Police verification of the employees.
 - b Training facilities for imparting necessary trainings for all categories of staff shall be set up. Compulsory induction training of 80 hours shall be imparted as a combination of classroom training and on-field training. Refresher training shall be conducted once every year.
 - c Necessary registration from ESI/EPFO, as applicable, is mandatory.
- vi) Bank/ Circle shall undertake periodic verification of cash held on its behalf by the CRA. The Vendor shall ensure that cash verification by Bank's officials / authorized agents is allowed by the concerned CRA.
- vii) **Private Security for cash transportation activities, etc.-** No private security shall be provided by the private security agency for cash transportation activities unless he holds a license under the Act.

- A. For the purpose of providing private security for cash transportation activities, a contract may be entered into between a private security agency holding a license under the Act and the CRA
- B. Provided that in case the CRA holds a license as a private security agency under the provisions of the Act, such CRA may itself provide the private security to cash transportation activities in accordance with the provisions of these rules.

viii) **Adequate training and certification of personnel. —**

The private security agency shall ensure that every personnel appointed or engaged for cash transportation activities shall be imparted, -

- a. the training and certified for the security and safe handling of such activities as per the requirements of training laid down in the Second Schedule of the said Gazette Notification dated Aug. 8, 2018;
- b. the refresher training once in every two years.

ix) **Guideline for maximum cash carrying limit in a single cash van. —**

The private security agency involved in cash transportation activities shall ensure that no cash van carries cash of more than five crores rupees per trip or as per any further guidelines issued by any regulatory/ statutory authorities from time to time.

x) **Specification for private cash vaults used for holding and overnight vaulting of Bank currency. —** The private security agency shall ensure that all cash handling, including counting, sorting, and bundling activities shall be carried out in secured premises in accordance with the following guidelines, namely: —

- a. **Location of private cash vault premises** – the premises used for cash handling activities shall be located to ensure safety of activities/ operations, including areas closer to bank's cash withdrawal centre or police station and secluded areas with poor connectivity be avoided.
- b. **Design of premises** – the premises shall be designed to include two physically independent areas, one for general office purpose and other for secured cash processing and handling activities and it shall accommodate space for cash deposit, collection, sorting, counting and delivery and dispatch of cash on secured cash vans.

- c. **Cash vault** – a secured area shall be designed to store cash to meet with the requirement of the Reserve Bank of India specified for cash vaults in accordance with the following specifications, namely: —
- i. in smaller cities with limited overnight vaulting requirements of less than ten crore rupees, a strong room with 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 Bank/ Circle; and
 - iv. all overnight vaulting facilities shall have provision to store currency of multiple Banks in separate and exclusive bins;
- d. Security of cash vault – the private security agency/CRA 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 90 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, control room for monitoring the movement of vehicles, auto-dialer and burglar security systems.
 - vi) security alarm with GSM based auto dialer, fire and magnetic sensor are installed.
 - vii) the loading and unloading area of cash is covered by night vision CCTV cameras.

- viii) electric power supply inside the cash vault is provided through plug-in, plugout system.
- 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.
- x) emergency lighting with the help of inverter shall always be available to the security staff; and
- xi) cash processing and vault areas shall have restricted and controlled access, preferably through interlocking systems and frisking.

Explanation - For the purposes of this rule, the expression “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.

- xi) **Measures for risk mitigation. —**
 - i. The CRA shall ensure that the ATM under its security shall be fitted with one-time electronic combination locks for reducing the instances of crew pilferage losses and ATM frauds.
 - ii. The cash for loading into an ATM machine shall be collected from the Bank on previous day or in the first half of the day so that operations can be concluded before the time stipulated in rule 11 (3) of the said Gazette Notification dated Aug. 8, 2018.
 - iii. No cash loading of the ATMs or cash transportation activities shall be done —
 - a. after 9 PM in urban areas.
 - b. after 6 PM in rural areas; and
 - c. before 9 AM or after 4 PM in the districts notified by the Central Government as Left Wing Extremism (LWE) affected areas.

THE SECOND SCHEDULE

[See rule 7(1) (a) of MHA Model Rules]

1. TRAINING FOR PERSONNEL APPOINTED OR ENGAGED IN CASH TRANSPORTATION ACTIVITIES

- a. Basics of cash handling and cash transportation activities

- i. Scope of service
- ii. Team composition
- iii. Role of driver, armed guard, cash custodian
- iv. Functioning of cash vans
- v. Contact details of concerned agencies
- vi. Threat and risks involved.
- vii. Reporting procedure

b. Threat and risks

- i. Criminal and miscreant action
- ii. Tailing by vehicle-borne criminals
- iii. Specific threats to stationary and moving vehicle
- iv. Insider's threat
- v. Fraudulent practices by team members
- vi. Loss of life and medical emergency
- vii. Road accident and vehicle breakdown
- viii. Fire accident

c. Safety and security of cash van —

- i. In-built safety features of the cash van carrying cash and valuables
- ii. Cash boxed for carrying cash and valuables
- iii. Locking and security systems
- iv. Weapon and ammunition
- v. Communication equipment
- vi. Global Positioning System
- vii. Fire extinguishers
- viii. Distress alarm
- ix. First-aid kit

d. Agencies —

- i. Controlling Authority under the Private Security Agencies (Regulation) Act, 2005 (29 of 2005)
- ii. Police station, PCR vans, police helpline
- iii. Controlling supervisor and operations manager
- iv. Concerned Bank representative.
- v. Ambulance and hospital services

e. Weapons, ammunition, and documents. —

- i. Minimum 12 bore DBBL shot gun should be provided to the guards. Gun must be test fired at least once in two years. Gun cartridges must be replaced once in 02 years. Gun must be checked and certified by a government approved armourer
- ii. **Documents** – gun license, identity card and permission to carry weapon during restrictions imposed by authorities.
- iii. Real weapons carried by miscreants.
- iv. Other objects which can be used as weapon by miscreants.

f. Emergency and incident response. —

- i. Distress alarm procedure
- ii. Seeking help from concerned agencies.
- iii. Use of weapon to deter and resist criminals and miscreants.
- iv. Ensure safety of team members and consignment
- v. Disengage from situation and drive vehicle to safety.
- vi. Evacuation of the injured

g. Other internal organisational procedures. —

- i. Antecedent check procedure
- ii. The Provident Funds Act, 1925 (19 of 1925) and benefits
- iii. The Minimum Wages Act, 1948 (11 of 1948) and benefits
- iv. The Employees State Insurance Act, 1948 (34 of 1948) and benefits
- v. Leave entitlement and application procedure.
- vi. Other company rules
- vii. Obligations as employee

PAYMENT TERMS AND CONDITIONS:

The Bank will pay properly submitted valid invoices within reasonable period after its receipt thereof. All payments shall be made in Indian Rupees.

(1) All billings will be on a monthly basis in arrears for each Circle and payment shall be made by the respective Circles. During the contract period, the Bank may opt for any new payment system as per its discretion and without any cost to the Bank.

(2) In exceptional cases, If the CRA uses Add Cash method instead of Cassette Swap Method for Cash Replenishment in ATMs, then the CRA will be paid 15 percent less than that paid for cash replenishment using Cassette Swap Method.

(3) In future, if RBI waives the compulsion of using Cassette Swap method for Cash replenishment in ATMs, the CRA shall be paid 15 % less amount than that discovered in TCO.

(4) The cash replenishment agency has to arrange for transit as well as cash vault insurance at an adequate level.

(5) . Each page of the invoice and relevant certificate should be signed & stamped by person/persons on behalf of the Agency.

Consumer Price Index (CPI)

1. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts, shall not be subjected to variation on any account, including exchange rate fluctuations, custom duty etc., however, the Bank will provide CPI(IW) linked increase in charges/ rate per ATM. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
2. Prices payable to the Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract and extension thereof, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
3. However, the Bank will provide an increase in charges/ rate per ATM. The increase would be indexed to Consumer Price Index (CPI) for Industrial Workers (IW) (All India General Index; Base 2016 = 100). This increase in charges/ rate per ATM would be approved by the Corporate Centre of the Bank every year with effect from 1 st May (subject to fulfilment of conditions laid down by Bank) on the Basis of latest available CPI (IW) and advised to all the Circles / selected vendors.
4. There would be a 2.5% cap on the annual increase in charges/ rate per ATM. The Increment in payment would be directly correlated to the increase in the Index over 12 months period. For e.g., If the index value on 01 st May 2023 is 120 which increases to 123 in 01st May 2024 thereby representing a 2.5% increase. The charges/ rate per ATM would increase proportionately. However, if the index value increases beyond 2.5%, the increase in payment would be capped at 2.5%. The maximum charges/ rate per ATM for ATMs permitted during the tenure of contract shall be Rs. 2 less than the prevailing interchange fee. If the difference between the increased price and prevailing Interchange fee is less than Rs. 2, then the charges/ rate per ATM will freeze (without revision) for the residual period of the contract and extension thereof. It will be revised only when the interchange fee is revised by RBI, subject to increased price shall always remain Rs. 02 less than RBI interchange fee.

5. If there is a decrease in CPI, the existing rate (of previous year i.e., prior to 1 st May of the current year) will apply.
6. The revised rates shall be applicable from 1st May subject to the fulfilment of Rollout Completion Conditions mentioned below: -
 - a. All allotted base quota in regard to CRA activities using Cassette Swap method at ATMs to be completed by the respective successful bidders in all respects, and
7. Subject to fulfilment of the Rollout Completion Conditions mentioned above (a to c):
 - a. A letter will be issued by the Implementation and rollout department of the Corporate Centre declaring rollout completion, when all the points mentioned above are complied with.
 - b. The first revised rates will be applicable only w.e.f. the upcoming 1st May, one year after the Bank declared the rollout completion date as above.

For examples:

Complete rollout date	One year from rollout date	Date of 1st CPI rate Applicable
30 Sep 2023	30 Sep 2024	01 May 2025
31 Dec 2023	31 Dec 2024	01 May 2025
31 Mar 2024	31 Mar 2025	01 May 2025
30 Jun 2024	30 Jun 2025	01 May 2026

8. Rate revision for Buffer Quota:

For each allocated buffer quota ATM, the prevailing rates for base quota ATM in that current year shall be applicable.

Annexure-B

PAYMENT TERMS AND CONDITIONS:

The Bank will pay properly submitted valid invoices within reasonable period after its receipt thereof. All payments shall be made in Indian Rupees.

(1) All billings will be on a monthly basis in arrears for each Circle and payment shall be made by the respective Circles. During the contract period, the Bank may opt for any new payment system as per its discretion and without any cost to the Bank.

(2). The cash replenishment agency has to arrange for transit as well as cash vault insurance at an adequate level.

(3). Each page of the invoice and relevant certificate should be signed & stamped by person/persons on behalf of the Agency.

Consumer Price Index (CPI)

(i) Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts, shall not be subjected to variation on any account, including exchange rate fluctuations, custom duty etc., however, the Bank will provide CPI(IW) linked increase in charges/ rate per ATM. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

(ii) Prices payable to the Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract and extension thereof, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.

(iii) However, the Bank will provide an increase in charges/ rate per ATM. The increase would be indexed to Consumer Price Index (CPI) for Industrial Workers (IW) (All India General Index; Base 2016 = 100). This increase in charges/ rate per ATM would be approved by the Corporate Centre of the Bank every year with effect from 1 st May (subject to fulfilment of conditions laid down by Bank) on the Basis of latest available CPI (IW) and advised to all the Circles / selected vendors.

(iv) There would be a 2.5% cap on the annual increase in charges/ rate per ATM. The Increment in payment would be directly correlated to the increase in the Index over 12 months period. For e.g., If the index value on 01 st May 2023 is 120 which increases to 123 in 01st May 2024 thereby representing a 2.5%

increase. The charges/ rate per ATM would increase proportionately. However, if the index value increases beyond 2.5%, the increase in payment would be capped at 2.5%. The maximum charges/ rate per ATM for ATMs permitted during the tenure of contract shall be Rs. 2 less than the prevailing interchange fee. If the difference between the increased price and prevailing Interchange fee is less than Rs. 2, then the charges/ rate per ATM will freeze (without revision) for the residual period of the contract and extension thereof. It will be revised only when the interchange fee is revised by RBI, subject to increased price shall always remain Rs. 02 less then RBI interchange fee.

(v) If there is a decrease in CPI, the existing rate (of previous year i.e., prior to 1 st May of the current year) will apply.

(vi) The revised rates shall be applicable from 1st May subject to the fulfilment of Rollout Completion Conditions mentioned below: -

a. All allotted base quota in regard to CRA activities using Cassette Swap method at ATMs to be completed by the respective successful bidders in all respects, and

(vii) Subject to fulfilment of the Rollout Completion Conditions mentioned above (a):

(viii) A letter will be issued by the Implementation and rollout department of the Corporate Centre declaring rollout completion, when all the points mentioned above are complied with.

(ix) The first revised rates will be applicable only w.e.f. the upcoming 1st May, one year after the Bank declared the rollout completion date as above.

For examples:

Complete rollout date	One year from rollout date	Date of 1st CPI rate Applicable
30 Sep 2023	30 Sep 2024	01 May 2025
31 Dec 2023	31 Dec 2024	01 May 2025
31 Mar 2024	31 Mar 2025	01 May 2025
30 Jun 2024	30 Jun 2025	01 May 2026

Annexure-C

Other terms and Penalties

1. General :

- 1.1 In case where penalty amount cannot be serviced through payment being made to CRA, penalty will be paid by the CRA through a cheque within 15 days from the close of the Month. If the CRA fails to pay, the Bank may realize the penalty amount by either invoking the BG submitted by the CRA or recovering from any other payment due to the CRA.
- 1.2 Computation of all penalties shall be done at the Local Head Office level. All penalties shall be recovered concurrently from the total bill payable to the CRA for the particular month, subject to the maximum of 35% of the bill payable (except for actual loss and transition penalty).
- 1.3 No penalties shall be levied for delays not attributable to CRA or delays on account of uncontrolled circumstances which shall be decided by the Bank and shall be binding on the CRA.
- 1.4 CRA shall submit the reason for delays on account of Bank dependencies via email twice a week for verification and confirmation by the Bank. In case, Bank does not do so within 15 days of receipt of such communication, this shall be a valid document for exclusion of penalties.
- 1.5 In case the penalties levied on the CRA are more than 35% in any Circle for a consecutive period of six months then the bank has the right to terminate the services of the CRA.
- 1.6 Each cash replenishment should have lower denomination notes also as per the extant guidelines. If Small denomination notes are not loaded in the ATM, then penalty of Rs 100/-per ATM per day shall be charged.
- 1.7—The Joint Custodians have to reach within 2 hours at the faulty ATM site to attend the FLM call.
Following TAT/Penalty would be levied if the joint custodian does not attend the FLM call:

Category	Resolution Time/ TAT	Penalty
VIP ATMs	2 Hours: Irrespective of the population group/ category	Rs 1200/- per ATM per hour.
Regular ATMs	i. 4 Hours: At Metro, Urban and Semi-urban locations ii. 6 Hours: At Rural locations	Rs 1000/- per ATM per hour.

2. Cash Out Penalty:

- a) Cash-out at any ATM of more than five (05) hours in a month will attract a flat penalty of ₹ 5,000/- per ATM.
- b) Apart from above a) in case the cash out extends beyond five (05) hours and upto 10 hours in a month, then penalty shall be ₹ 5,000/- (for First five hours) + ₹1,500/- for each hour (excluding first five hours in a month).
- c) if cash out continues beyond 10 hours in a month, penalty shall be for first 10 hours (as above, b)) + @ ₹500/- for each hour (excluding first 10 hours).

Example: If Cash-out at any ATM of more than five (05) hours in a month, will attract a penalty of ₹ 5,000/- per ATM. However, if Cash-out at any ATM is 20 hours in a month, the penalty would be ₹17,500/- (Rs. 5000/- for first 05 hours + ₹7,500/- for next 05 hours (₹1,500 x 5) + ₹5000/- (₹500 X 10 for next 10 hours in a month).

- d) Bank shall levy penalty of Rs 2,500/- per incident, if reject bins not cleared within 4 hours.
- e) If there is cash out in single Cassette, CRA has to load/replenish the cash in that cassette on the same day within hours of operation as specified in MHA guidelines.

3. Penalty for not maintaining target FoS:

Factor of Safety (FoS)

The service providers are entrusted with the task of arrangement for replenishment of ATMs with required cash ordinarily on a daily basis to ensure prevention of “**Cash Out**” as well as “**Idle Cash**” situations in the ATMs. For purpose of monitoring of cash level/requirement in ATMs, there is concept of “**Factor of Safety (FOS)**” in the respective RFPs/SLAs. The FOS is envisaged to be maintained at the prescribed level at 2 times (i.e. cash to be present always in ATM to the extent of double of the withdrawal) for “**Normal Days**” and at 2.5 times for “**Holidays**”.

3. In order to ensure the envisaged FOS level in ATMs, penalty provisions are incorporated in the respective SLAs executed with the Service provider. In case of breaching the same, penalties by way of interest @ “**Bank Clean OD**” rate are levied on the “**Excess Cash**” lying in such ATMs and are recovered from the Vendor’s bills.

(Excess Cash = Closing Balance – Ideal Cash)

(Whereas **Ideal Cash** = Average daily withdrawal of previous month * target FOS)

4. It is being observed that the dispense forecast being done is based on multiple factors considering salary period, historical pattern, festive seasons, etc. and hence varies from day to day/week to week. The period with higher dispense is being considered as “**Peak period**” and the lower dispense period is “**non-peak**” period.

(i): Calculation of “Ideal Cash”

Rule: (a) Based on the highest “daily average dispenses during the corresponding week in the last 3 months” . (for the period other than Diwali and Dussehra festivals).

Justification: -

The salary week generally spans from the last 2-3 days of previous month to first five - six days of current month. During the salary week, there is higher dispensation of cash. Based on the cycle, the month for calculation of ideal cash is divided into 4 weeks starting from 29th of previous month (PM) to 28th of current month (CM), as detailed below:

Week	Dates	No of Days (in a week)
1 st Week	29 th of PM to 06 th of CM	8 Days OR 9 days (if previous month having 31 days)

2 nd Week	07 th of CM to 14 th of CM	8 Days
3 rd Week	15 th of CM to 21 st of CM	7 Days
4 th Week	22 nd of CM to 28 th of CM	7 Days

Calculation Approach

- ✓ Daily average withdrawal for the respective weeks of previous 3 months.
- ✓ The highest average daily withdrawal of previous 3 months is considered.
- ✓ Ideal cash calculation for both normal and holiday are considered separately.
- ✓ The calculation is based on 2/2.5 tier multiplies i.e., (a) 2 times for Normal Days and (b) 2.5 times for Holidays.

Example (i) for Ideal cash for 1st week of September 2024

CASH DISPENSATION/WITHDRAWAL											(Amount in Rs.) Lakhs	
For month of Aug 2024	29 th of July	30 th of July	31 st of July	01 st of Aug	02 nd of Aug	03 rd of Aug	04 th of Aug	05 th of Aug	06 th of Aug	Week Total	Average	
	4	2	7	11	12	12	10	13	10	81 lakhs	9	
For month of Jul 2024	29 th of June	30 th of June	31 st of June	01 st of July	02 nd of July	03 rd of July	04 th of July	05 th of July	06 th of July	Week Total	Average	
	9	6	NA	11	12	7	13	10	14	82 lakhs	10.25	
For month of Jun 2024	29 th of May	30 th of May	31 st of May	01 st of June	02 nd of June	03 rd of June	04 th of June	05 th of June	06 th of June	Week Total	Average	
	11	9	14	4	14	17	5	4	1	79 lakhs	8.78	
Highest average daily withdrawal during 1st week in last 3 months											10.25 (A)	
Therefore, the Ideal Cash for 1st Week of September 2024				Normal Days						2 times		20.50
				Holidays						2.5 times		25.63

Rule: (b) For determining the ideal cash during festivals like Diwali and Dussehra - The calculation will be based on the highest “daily average dispenses “during the corresponding week in the last 3 months” and the corresponding holidays weeks of previous year.

If festivals such as Diwali or Dussehra falls during the current month, the dispensing pattern of the corresponding festive period of previous year shall also be taken into consideration for

calculating the Ideal cash. The ideal cash will be calculated as daily average of each week of corresponding last 3 months and corresponding festive week of previous year. The higher of them shall be taken as the ideal cash for such weeks. (This method will be used for the week in which the festival falls and also two preceding weeks of the festival).

Example: (ii)

IN CASE DIWALI OR DUSSHERA FALLING IN THE MONTH OF SEPTEMBER 2024, AVERAGE DAILY WITHDRAWAL OF THE CORRESPONDING WEEK OF THE MONTH OF PREVIOUS YEAR, IN WHICH THE CAPTIONED FESTIVALS FELL IN. (CONSIDERING THE SAME WAS DURING AUGUST 2023) ((Amount in Rs. Lakhs))

For month of Aug 2023	29 th of July 2023	30 th of July 2023	31 st of July 202	01 st of Aug 202	02 nd of Aug 202	03 rd of Aug 202	04 th of Aug 202	05 th of Aug 202	06 th of Aug 2023	Week Total	Average
			3	3	3	3	3	3			
	10	11	7	3	8	14	12	8	7	80 lakhs	8.89 (B)
HENCE, AVERAGE DAILY WITHDRAWAL FOR 1ST WEEK OF SEPTEMBER 2024							HIGHER OF A (example i) & B				10.25
THEREFORE, IDEAL CASH FOR 1ST WEEK OF SEPTEMBER 2024							2 OR 2.5 Times for normal days and holidays respectively.			2 times	20.50
										2.5 times	25.63

Note :

- (i) Only Diwali and Dussehra will be considered as Festivals for the purpose of calculation of ideal cash (as mentioned above) Pan India.
- (ii) The Ideal cash for 2nd, 3rd & 4th week shall be calculated on the similar lines separately.
- (iii) The required Dashboard will be developed by Anytime Channels Department (Ops), in consultation with GITC. until then, calculation for Ideal cash will be shared with the Circles/Vendors by Corporate Centre (Operations department – Anytime Channels) in the excel format.

(ii & iii): Minimum number of Cash replenishments in a month and penalty for default based on availability.

Rule:

ATM located at	Cash Replenishment
Metro & Urban areas	Normally once in a day (as per the requirement) subject to minimum 15 days in a month.

Rural & Semi – urban areas	Normally once in a day (as per the requirement) subject to minimum 12 days in a month.
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In terms of SLA, the minimum availability/uptime of ATMs is envisaged at 95% for regular ATMs and 98% for VIP ATMs. The penalty clause for default in minimum number of cash replenishment in a month as under:

AVAILABILITY OF ATM (monthly average)	PENALTY (for each day of default per ATM)
95% & above	NIL
>=93% & <95%	Rs. 300/-
>=90% & <93%	Rs. 1000/-
Less than 90%	Rs. 1500/-

Note - If there is a breach of TAT for pro-active reversal/charge back complaint due to non - completion of timely EOD and non-reporting/non-depositing of excess cash, the highest penalty as mentioned above will be levied in addition to any chargeback claim amount and compensation thereof.

In terms of SLA/Addendum, the vendors have to replenish cash in ATM normally once in a day (as per the requirement) subject to minimum 15 days in a month. Failing which, a penalty of Rs. 1500/- for each day of default per ATM to be levied.

This penalty shall be in addition to Cash out and other penalties as prescribed elsewhere in this RFP. However, Bank reserves the right to increase the number of Cash replenishment / Cash Evacuation days in a month at its sole discretion, as and when required, without any additional cost to the Bank.

(iv): Minimum daily dispense amount

Many a times due to machine faults, force majeure etc., there can be very low or even in some cases may be Zero dispensation. In such scenario, the calculation of average ideal cash becomes skewed. Replenishment of cash based on the skewed ideal cash calculation may lead to cash outs. Further, if higher amount is replenished, it could lead to breach of envisaged FOS.

Considering the above, a minimum daily dispense amount of Rs. 2 lakhs is kept for such ATMs, where the actual dispense amount is below the threshold.

(v): FOS Relaxation on holidays and day prior to holidays (on excess cash penalty) – applicable only for ATMs located at non-vaulting locations.

Presently, FOS penalty is on excess cash are not being levied for ATMs for the day prior to the holiday in terms of SLA. Penalty is being levied for holidays, if it breaches the envisaged FOS of 2.5 times. However, in case of consecutive holidays for 2 or more days, substantial amount of cash is required to be replenished to meet the demand on all holidays until next cash replenishment takes place on next working day.

For Instances, if there are three consecutive holidays, i.e., Saturday, Sunday and Monday and ATMs are located in non-vaulting locations, the cash replenishment takes place on Friday to cater the demand of cash upto Tuesday, i.e., the next working day. This situation necessitates higher quantity of cash replenishment to ensure no cash out situation arises, resulting excess cash on Friday, Saturday and Sunday.

There is no FOS penalty on excess cash for such ATMs at non-vaulting locations which are replenished on the day prior to holidays (i.e., Friday in the above scenario). This relaxation shall apply to the day of replenishment (i.e., Friday) and the subsequent holidays (i.e. Saturday & Sunday in the above case) excluding the last holiday (Monday – in the above case).

No extra relaxation will be granted for ATMs situated at Vaulting locations and hence, the existing clause, i.e., FOS penalty on excess cash shall not be applicable for the day prior to the holidays, as per the existing terms of SLA shall continue.

3.1 The CRA shall not hold or retain in their vault more than 15% of the total cash taken from Bank on monthly basis. If the retention is more than 15%, a penalty @ prevailing SBI clean overdraft rate per annum shall be levied on the excess cash retained in the vault during the month.

3.2 There will be no FoS penalty for first three months for any newly installed ATMs. This relaxation is provided to understand the dispensing pattern of the newly installed ATM for the initial period of three months.

3.3 The Bank may have the discretion to revise the clauses related to FoS, which shall be binding on the successful bidders.

3.4 Delay in EOD activity of ATMs as defined in this RFP may result in reconciliation arrears. Penalty of Rs.100/- per day per ATM for delay in EOD shall be levied, if the report is not received on T+1 day.

3.5 Bank shall decide to provide 50% waiver in FOS penalty (i.e., interest on excess cash) with respect to Geographical areas like hilly terrain, which are difficult areas such as part of Arunachal Pradesh,

Mizoram, Nagaland, Tripura, Manipur, Meghalaya, Assam, Jammu & Kashmir, Sikkim, Himachal Pradesh, Uttarakhand and for the ATMs situated at another Centre (other than the district headquarters) and ATMs located at more than 40 KMs away from the cash link Branches.

4. Penalty for Cash Reconciliation:

4.1 The CRA shall ensure that the entire cash handed over by the Bank is replenished in the ATMs by end of the day against which it had been provided. Reconciliation in this regard must be done on T+ 1 (where T is the replenishment day). In any case, the cash must reconcile either by replenishment in ATMs or depositing in Branches on T+1 basis, failing which an interest @ clean overdraft rate prevalent at the material time will be recovered from the CRA per instance.

4.2 In respect of recovery of losses, Penalties, Defrauded amount if any, shall be made good by CRAs along with interest thereon at Banks' prevailing clean overdraft interest rate at material time and along with penalty at the rate of 3 % of the defrauded amount, by CRA to BANK within 7 (Seven) days of occurrence of such fraud without waiting for admissibility or settlement of the insurance claim, if any. If the Service Provider fails to make such payment with the said period of 7 days, then Bank reserves the right to recover the same by invoking the Bank guarantee submitted.

5. Penalty for Counterfeit Currency:

5.1 The CRA shall ensure correctness and genuineness of the cash and shall take only ATM fit currency notes for replenishment to its possession. The counting facility for currency notes shall be provided by the Bank. Once the note packets are received and acknowledged, CRA would be responsible for shortage and fake currency if any, noticed subsequently. **A penalty of Rs 10,000/- per instance will be levied on the CRA whenever any Counterfeit Currency is detected by any manner from the following:**

- a) Evacuated cash from the ATM.
- b) Unreplenished cash returned to the Bank by CRA,
- c) Genuine ATM-fit notes given by the Bank to CRA for cash replenishment in ATM, but counterfeit notes were mixed / exchanged with genuine ones and replenished in ATMs by CRA.

- d) CRA shall compensate any loss to the Bank and / or penalty imposed on the Bank due to counterfeit currency.
- e) CRA shall be responsible to make good the amount equivalent to the value of the counterfeit note immediately.
- f) After the confirmation of the date of commencement of service by the **cash replenishment Agency** for the SBI , in case of default on the part of the **cash replenishment Agency** to provide cash pickup, merger, Vaulting , cash replenishment at ATMs at the specified location of ATMs on three occurrences during the month, without any prior intimation and justifiable reason, the **cash replenishment Agency** will be liable to pay a penalty equal to double the pickup & Vaulting charges for those particular days. Under Circumstances, if such occurrences are consecutive for more than three days, of the **cash replenishment Agency** shall be liable to pay an additional penalty of Rs.25000/-. The penalty shall not be applicable only in case of force majeure events.

6. Transition Penalty:

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of 10 % of the respective line item of price bid on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____ between:

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _____ Department (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

_____ a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at _____ (hereinafter referred to as "_____") which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.



NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials:**

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Cash Replenishment Agency appoints any Sub-Contractor (if allowed) then Cash Replenishment Agency may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - i. the statutory auditors of the either party and
 - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any



other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
 - ii. Change of personnel assigned to the job
 - iii. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to

limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties, and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**



Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ (Month) 20__ at _____ (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		



Appendix-L

Pre-Bid Query Format
(To be provide strictly in Excel format)

Vendor Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Format for Submission of Client References

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Value of Work Order (In Lakh) (only single work order)	

Name & Signature of authorised signatory

Seal of Company

Appendix–N

PRE-CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made

on ____ day of the month of _____ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its _____ Department / Office at Global IT Center at CBD Belapur, 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s _____ represented by Shri _____, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by

avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to

secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or Cash Replenishment Agencies in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding

- process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on 'to' others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. **Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Earnest Money (Security Deposit)**

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any

such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such

- outstanding could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. **Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the

BUYER, if the contract has already been concluded.

7. Independent Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

Name	Shri Atem Dai	Shri Satyajit Mohanty
Cadre	IAS (Retd.)	IPS (Retd.)
Contact no	Mobile No. 9402277510	Mobile No.9437110622
Email ID	otemdai@hotmail.com	satyajitmohanty88@gmail.com

7.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

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

11. Validity

11.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _ on _____

For BUYER
Name of the Officer.
Designation

For BIDDER
Chief Executive Officer/
Authorised Signatory



Office / Department / Branch
State Bank of India.

Designation

Witness

Witness

1

1.

2

2.

Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.

Appendix-O

FORMAT FOR EMD BANK GUARANTEE

To:

**EMD BANK GUARANTEE FOR
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH
REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE
RFP NO. SBI/ACV/2024-25/006 Dated 20.12.2024**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide _____(name of Service) as are set out in the Request for Proposal SBI/ACV/2024-25/006 Dated 20.12.2024.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs._____/-(Rupees _____ only) as Earnest Money Deposit.

3. M/s. _____, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs._____/-(Rupees _____ only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs._____/-(Rupees _____ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs._____/-(Rupees _____ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs._____/-(Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not

ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before ____ (date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.



- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

(a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupeesonly)

(b) This Bank Guarantee shall be valid upto

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Yours faithfully,

For and on behalf of

Authorized official of the bank

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

Appendix P

BANK GUARANTEE FOR CASH HANDLING SERVICES

(TO BE STAMPED AS AN AGREEMENT)

This Guarantee is made at _____ <place> on this ____ day of _____, 2023 by _____, having its Registered / Head Office at _____ (hereinafter called the "Bank", which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) **IN FAVOUR OF State Bank of India**, a Statutory Corporation constituted under the State Bank of India Act, 1955, having its Corporate Centre at SBI Bhawan, Madame Cama Road, Nariman Point, Mumbai 400021 and one of its offices at _____ (**LHO address**), (hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS _____, having its registered office at _____ and its corporate office at _____ (hereinafter called the "**Vendor**" which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor and assigns), has entered into Agreement for Services of ATMs on per successful transaction rate basis under Total Outsourced Model (TOM) dated _____ with **SBI** (hereinafter referred to as the **Cash Replenishment / Cash Evacuation Services** Agreement) whereby _____ has agreed to provide services as per the said Agreement.

AND WHEREAS under the **Cash Replenishment / Cash Evacuation Services Agreement**, _____ <<Vendor name>> has, inter-alia, agreed to provide Cash Handling Services upon the terms and conditions stated in the **SBI/ACV/2024-25/006 dated: 20/12/2024** as "**Cash Replenishment / Cash Evacuation Services**".

AND WHEREAS in accordance with clause of Cash Appendix, Vendor is required to furnish a Bank Guarantee for the sum of Rs. _____/- (Rupees _____ only) securing its obligations in respect of cash losses in machines, in vaults and in-transit while providing the Cash Services in accordance with the terms of RFP / SLA. Such Bank Guarantee is required to be valid till the validity of the **87 months** i.e., till _____. In the event of failure on the part of Vendor to pay for cash losses as per the terms and conditions of the Agreement, SBI shall be entitled to invoke the guarantee.



AND WHEREAS the Bank at the request of Vendor agreed to issue in favour of SBI this guarantee for Rs./- (Rupees only).

IN CONSIDERATION OF THE ABOVE PREMISES

1.(a) We ___Bank shall on written demand(s) from time to time from SBI stating that the amount claimed is due by way of cash loss suffered by the SBI without protest or demur or without reference to Vendor and notwithstanding any contestation or existence of any dispute whatsoever between Vendor and SBI, pay to SBI forthwith the sums so demanded by Bank in each of its demands, not exceeding an aggregate amount of Rs. Rs./- (Rupees only).

(b) Any notice / communication / demand from SBI to the effect that there has been failure on the part of Vendor to fulfil its obligations to pay for the Cash Loss under the Cash Services Appendix shall be conclusive, final and binding on the Bank and shall not be questioned by the Bank, in or outside the court, tribunal, authority or arbitration as the case may be. (c) This guarantee shall be a continuing guarantee during its currency.

2. We, _____ Bank, HEREBY FURTHER AGREE & DECLARE THAT:

- a. Any neglect or forbearance on the part of SBI to Vendor or any indulgence of any kind shown by SBI or any change in the terms & conditions of the said Cash Services Annexure shall not in any way release or discharge the Bank from its liabilities under this guarantee.
- b. This guarantee herein contained shall be distinct and independent and shall be enforceable against the Bank, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- c. This guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the guaranteeing powers by or on behalf of the Bank or by merger or amalgamation or any change in the constitution or name of the Bank.
- d. This guarantee shall not be affected by any change in the constitution of SBI or Vendor or winding up / liquidation of Vendor, whether voluntary or otherwise.
- e. SBI can make its claim in one or more events within the total liability of the Bank.
- f. Notwithstanding anything contained herein:



- (i) Bank's liability under this Bank Guarantee shall not exceed Rs.-/ (Rupees only).
- (ii) This Bank Guarantee shall be valid for **87 months** i.e., from (date)_____ to (date); and
- (iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serves the Bank claim or demand on or before (the expiry of this BG).
- (iv) The guarantor, under its constitution, has powers to give this guarantee and Shri _____ (signatories) Official(s) / Manager(s) of the Bank who has / have signed this guarantee has / have powers/authority to do so.

IN WITNESS WHEREOF THE Bank has caused these presents to be signed at the place and on the date, month & year first herein above written through its duly authorised official. Yours faithfully,

For and on behalf of Bank.
Authorized official

Client Certificates

To

**The Deputy General Manager (I&R),
State Bank of India,
Corporate Centre,
Anytime Channels Dept.,
3rd floor, The Arcade, World Trade Centre,
Cuffe Parade, Mumbai 400005.**

Dear Sir,

Ref: **SBI/ACV/2024-25/006 Dated 20.12.2024**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to give services of cash replenishment in ATMs detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

2. we are engaged in cash replenishment of minimum 3000 ATMs / ADWMs as on 30/09/2024 across the country and are serving minimum 3 scheduled commercial banks for a period of last 3 years.

3. We hereby certify that we have neither been blacklisted nor expelled from any project / contract nor had any contract terminated for breach by any Public Sector Undertaking /IBA/ RBI / Regulatory Authority/ Statutory Authority / Any State or Central Government / any bank during the last five years in India or abroad.

4. (a) We hereby certify that no past/present litigations or disputes exists against our Company/firm which could adversely affect our participation under this RFP and result in the disqualification.

OR

(b) We hereby certify that past/present litigations or disputes exists against our Company/firm the brief details of which are as under:

- i. _____
- ii. _____

(NB : Please strike out either 4 (a) or 4 (b) as the case may be)

We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in



terms of the provisions of RFP, we shall intimate the Bank of the same immediately.

5. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of bidder or in connection with the selection/bidding process itself in respect of procurement of equipment, Solutions and Support Services.

6. We do hereby certify that we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI as on the date of Bid submission.

7. We agree to provide all services relating to cash replenishment under this RFP for a Minimum period of seven years (with a provision to extend further for 3 years in one or more tranches at the sole discretion of the Bank) by deputing our suitable resources.

Illustrative but not exhaustive list of activities are as under :

- 1 Cash Replenishment
- 2 Cash Reconciliation
- 3 Cash Management Services
- 4 MIS
- 5 Help Desk Service and Escalation Matrix
- 6 Cash Forecasting

Yours faithfully,

Signature and Seal of Bidder



Appendix-S1

This certificate is to be on the letterhead of the Bank/Client

To whom so ever it may concern

This is to certify that _____ [Name of CRA] is engaged in cash replenishment services of ATMs / ADWMs as on 30/09/2024 across the country for a period of last 3 years and is working to our Satisfaction, the details of which are furnished as under:

Bank Name	ATM/ADWM	No. of Terminals in which cash replenishment done.	During the period	
			From	To

Our coordinates for further details in this regard is as under:

Name of Official	
Designation	
Landline no	
Cell no	
Email Id	
Address	

Signature of the Client



Appendix -T

Cash Withdrawal Requisition Slip

Voucher No.	Order No.:
Bank:	Order Date:
Operation Dt.	
Replenishment Type:	Scheduled/Emergency

Please disburse Rs. (in figures)Rs. (in words)
..... to our representative whose signatures are attested below:

Denomination	Pieces	Amount (Rs.) required
2,000		
500		
200		
100		
TOTAL		

Remarks:.....

Attested Signatures of Cash withdrawees:

Custodian 1 :..... Custodian 2 :.....

Signature :..... Signature:

.....
(Authorized Signatory – 1)

.....
(Authorized Signatory – II)

OPENING VAULT BALANCE

Rs. (in figures) _____ Rs. (in words) _____
.....

CASH ACKNOWLEDGMENT RECEIPT

Amount of Cash received by

Denomination	Pieces	Amount (Rs.) required
2,000		
500		
200		
100		
TOTAL		



Appendix -U

VENDOR CASH INDENT / SCHEDULED CASH ORDER

Order No. :	Bank Name :
Order Date :	Region :
Collection Date:	Carrier:
Replenishment Date:	

Sl.	ATM ID	Location	Priority Code		Denaomination (Rs.)				Total Amount
					100	200	500		

Total Amount:				
(Less) Cash in float with CRA:				
Amount to be withdrawn by Bank:				

Note

Collection date means the date carrier shall collect cash from the Bank.
 Replenishment date means the date carrier shall replenish cash for the corresponding ATM.

NT : New takeover
 Priority : H – High, M – Medium, L – Low
 Denomination load is subject to balance in ATM.

Prepared by:



Appendix -V

Daily End of Day Activity Report

ATM ID		CITY		DATE		CBR TIME	
OPENING CASH BALANCE (A)				CASH DISPENSED (B)			
	Count	Amount			Count	Amount	
500 X				500 X			
200 X				200 X			
100 X				100 X			
50 X				50 X			
Total				Total			
(C) Balance as per proof (A - B)							

PHYSICAL CASH COUNT (D)		CASH
	Count	Amount
500x		
200x		
100x		
100x		
TOTAL		

CASH IN PURGE BIN (E)		
	Count	Amount
500x		
200x		
100x		
100x		
TOTAL		



(F) Total of Physical Cash and Purge Bin (D+E)

Shortage
(C-F,0) =

Overage
(C-F<0) =

TOTAL CASH REMOVED/LOADED (H)		
	Count	Amount
500x		
200x		
100x		
100x		
TOTAL		

CLOSING BALANCE (H+/-F)		
	Count	Amount
500x		
200x		
100x		
100x		
TOTAL		

AUDIT ROLL DETAILS

AVAILABLE AUDIT ROLLS		
Date	Txns from	Txns to

MISSING AUDIT ROLLS		
Date	Txns from	Txns to

LIST OF ENCLOSURES

CUSTODIAN 1: SUPERVISORY ENTRY CUSTODIAN 2:
SUPERVISORY EXIT:



Appendix -W

(D) CASH RECONCILIATION & REPELNISHMENT REPORT (C3R)

Cash Reconciliation & Replenishment Report

FSS

Date : Region : Bank : CIT :

C3R

Denomination	Vault Op. Balance	Cash withdrawn from Bank	Total Cash in Cassettes	Total Purge Cash	Total Amt Repld	Vault Closing Balance	Overages	Shortages
500			0	-	-	0	-	-
100			0	-	-	0	-	-
Total	-	-	-	-	-	-	-	-

"CASH ADD METHOD"

Sl. No.	Particulars				Order No.	Den o	ATM Up. Balance (Prev Repl)	ATM amt Dispense	ATM Cash Position -			ATM Amount Replenished	Total ATM Cash Position	Closing Balance in ATM	Overages	Shortages	Status
	ATM Id	Location	Time	Cassettes					Seal No.	Purge Bin							
6						100											
						500											
						Total	-	-	-	-	-	-	-	-	-	-	OK
7						100											
						500											
						Total	-	-	-	-	-	-	-	-	-	-	OK
8						100											
						500											
						Total	-	-	-	-	-	-	-	-	-	-	OK
9						100											
						500											
						Total	-	-	-	-	-	-	-	-	-	-	OK
10						100											
						500											
						Total	-	-	-	-	-	-	-	-	-	-	OK
Total (1)						100											
Total (1)						500											
Total (1)						Total	-	-	-	-	-	-	-	-	-	-	-
Grand Total = Total (1) + Total (2)						100											
Grand Total = Total (1) + Total (2)						500											
Grand Total = Total (1) + Total (2)						Total	-	-	-	-	-	-	-	-	-	-	-

Note:

1. This report has an Auto Error Check. If the Values entered are wrong then an "Alert" message will appear in the "Status" column else "OK" will appear.
2. Do not Add or Delete any extra fields (Rows & Columns)
3. Discrepancies should be filled in the field provided in the sheet "Remarks"
4. Please double check the values entered before saving the file
5. All the Black fields are not to be modified
6. This main sheet can only carry maximum of 10 ATM's details. For Additional ATM's i.e., more than 10 ATM's, go to the sheet "Extra Rep".



(E) OVERAGE & SHORTAGE REPORT (OSR)

FSS		Overages & Shortages Report				Date :		Bank :		CIT :		Region :		OSR
Sl. No.	ATM ID	Location	Amount in Rs.		Date	Ten Time	Ten Amoun	Journal Record			Card No.	REFR #	Remarks	
			Shortage	Overage				TX#	RCOD E#					
1														
2														
3														
4														

Total Overage in Rs: Total Shortage in Rs:

Note: 1. This main sheet can only carry maximum of 4 transaction details. For Addition i.e., more than 10 transactions, insert new rows in the same format.
 2. Do not change the format of the fields provided. Type the values in the provided field.
 3. Discrepancies should be filled in the field provided "Remarks"
 4. Please double check the values entered before saving the file

© VAULT CLOSING BALANCE (VCB)

FSS

Vault Closing Balance

Date:	
Region:	
Bank:	
CIT:	

VCB

Sl. No.	Description	No. of Notes		Value in Rs.		
		100	500	100	500	Total
1	Vault Op. Balance			0	0	0
2	Withdrawal from Bank			0	0	0
3	Replenish to ATM			0	0	0
4	Cash Return			0	0	0
5	ATM Unfit Currency			0	0	0
6	Closing Balance	0	0	0	0	0
7	ATM Fit Currency	0	0	0	0	0

Appendix -X

To,
The Branch Manager,
State Bank of India,

(Address of Currency Notes issuing Branch)

Madam/ Dear Sir,

CASH REPLENISHMENT IN ATM(s)
UNDERTAKING LETTER

We undertake that we have received sorted and issuable cash from the Branch and cash is sorted through the Note Sorting Machine (NSM). We are responsible for disbursing any fake note in the particular ATM. We are solely responsible for any consequences or investigations on account of such incidence.

2. The denomination-wise number and value of Currency Notes are as under:

Face value Currency Notes	Numbers	Value (in ₹)
₹500		
₹200		
₹100		
₹50		
Reference No. BGL 3199842 (ATM Cash Intermediate Account)/ BGL 4599269 (Cash Point Cash Intermediate Account)		



Authorised Person* Joint Custodian I*# Joint Custodian II*#

Name: _____ _____

_____ Branch/ Vendor Name:

Address:

Date:

(*whichever is applicable; #applicable for ATM Joint Custodians)

Appendix-Y

Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To:

Date:

Dear Sir,

Ref: SBI/ACV/2024-25/006 dated: 20.12.2024

±
Bidder Name:

We, _____ are a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 , having its registered office at hereinafter referred to as “Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Signature and Seal of the Bidder

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached