

Annexure: II

Draft of Cash Management Services Agreement

THIS AGREEMENT ("**Cash Management Services** ") made _____ day of _____, 2024.

BETWEEN

Jharkhand Rajya Gramin Bank (JRG Bank) is a Regional Rural Bank (RRB) constituted under the provisions of RRB Act 1976. The bank has been established on 1st April 2019 with the amalgamation of the erstwhile Vananchal Gramin Bank and erstwhile Jharkhand Gramin Bank under the provisions of RRB Act 1976. This bank is sponsored by State Bank of India & is jointly Owned by the Government of India, Government of Jharkhand and State Bank of India.

(hereinafter referred to as "**JRG Bank**", which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the ONE PART

The shareholders of the Bank are Govt. of India (50%), State Bank of India (35%) and Govt. of Jharkhand (15%). The Bank is operating in all 24 districts of Jharkhand State with its Head Office at Ranchi (Capital of Jharkhand State). The bank has eight Regional Offices functioning at Ranchi, Singhbhum, Gumla, Palamau, Hazaribagh, Giridih, Deoghar & Godda & no. of branches covered by these Regional Offices are as under:-

Regional Office	Concerned Districts	Total No. of Branches
• Ranchi – RO-1	Ranchi & Khunti	45
• Singhbhum – RO-2	East Singhbhum, West Singhbhum and Seraikela & Kharsawan	81
• Gumla – RO-3	Gumla Simdega, Lohardaga and Latehar	47
• Palamau – RO-4	Palamau and Gadhwa	73
• Hazaribag – RO-5	Hazaribag, Chatra, Koderma and Ramgarh	36
• Giridih – RO-6	Giridih, Dhanbad and Bokaro	41
• Deoghar – RO-7	Deoghar, Dumka & Jamtara	70
• Godda – RO-8	Godda, Pakur & Sahebganj	52
	TOTAL	445*

*The number of Branch may increase in future during agreement period and **the list of branches of JRG Bank are contained in Annexure-1**

AND

M/s _____.
(hereinafter referred to as the “Bank”) which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART;
(**JRG Bank** and _____ are hereinafter collectively referred to as “the Parties” and severally as “the Party”);

WHEREAS

The JRG Bank is a Regional Rural BANK.

The Bank carries on banking business and offers varied facilities to its customers including Cash Management Services, etc. as per the requirement of the customers.

_____ Bank (Service Provider Bank) has represented that it has necessary infrastructures and expertise to provide the services covered under this Agreement and is desirous of and agreeable to providing customized services to JRG Bank

The JRG Bank is desirous of availing Cash Management Services and the Bank has agreed to provide the said services to the JRG Bank upon the terms and conditions as enumerated hereunder. In order to avail the services contemplated under this Agreement the JRG Bank shall open a specific account with the Bank (hereinafter referred to as the said specific account).

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

Appointment

Jharkhand Rajya Gramin Bank (JRG Bank) hereby agrees to engage the Cash Management services of _____ bank and _____ Bank hereby accepts to provide the Cash Management Services (CMS) to **Jharkhand Rajya Gramin Bank (JRG Bank)** on the terms and conditions appearing herein under:

(Tender document bearing RFP No. _____ dated _____, technical bid, price bid and letter of award of work will form part of this contract.)

Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

AUTHORISED PERSONS	Any person(s) authorised to operate the JRG Bank
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	Account by informing the _____ Bank (Service Provider Bank) in writing at the time of opening of the account or any other person(s) authorised to operate the JRG Bank Account from time to time and notified by the JRG Bank to the Bank in writing.
BANK	_____ Bank (Service Provider Bank)
BUSINESS DAY	‘Business Day’ means any day, except Sunday/2 nd & 4 th Saturdays/ Holidays declared under N I Act on which the Bank is open for normal banking business during normal banking hours in Jharkhand state.
CUSTOMER ACCOUNT	‘Customer Account’ means any account of the JRG Bank other than term deposit account(s), whenever and wherever maintained with the _____ Bank.
EXECUTION DATE	‘Execution Date’ with respect to Terms & Conditions would mean the date on which the JRG Bank Undertaking and Cash Management Services SLA (Service Level Agreement) has been signed by the JRG Bank or the service proposal has been accepted by the JRG Bank. ‘Execution Date’ with respect to payment instructions, means the date mentioned in the respective payment instruction, being a Business Day for payment on behalf of the JRG Bank.
SERVICES	‘Services’ as required by the JRG Bank for cash management service
SERVICE PROVIDER	‘Service Provider’ means the Bank providing Cash management service to JRG Bank

General Terms
CONSIDERATION & PAYMENT

In consideration of _____ Bank (herein after referred to service provider Bank) providing the service as contemplated under this Agreement to **Jharkhand Rajya Gramin Bank (JRG Bank)**, the **JRG Bank shall** pay to _____ Bank float as per agreed Terms & Conditions of Rs. _____.

- The Cash acceptance will be as per RBI’s Clean Note Policy.
- The cash collected shall be deposited in the current account of JRG Bank opened with _____ bank Branch immediately. Any shortage of currency if observed has to sort out at local level between _____ Bank (service provider Bank) and JRG Bank branches.
- In consideration of the Bank providing the Cash Management Services as contemplated under this Agreement to Jharkhand Rajya Gramin Bank (JRG Bank), the JRG Bank shall pay to M/s _____ on quarterly basis on production of invoice with documentary proofs of service.

- *The Parties hereby agree and undertake to comply with their respective tax obligations, past present and future by whatever name called, including but not limited to compliance of GST Laws.*

*“**GST Laws**” mean IGST Act 2017, CGST Act 2017, UTGST Act 2017 and State specific SGST Acts, 2017 and all relevant rules, regulations, notifications and circulars issued under the respective legislations as amended or replaced from time to time.*

- *The Bank hereby agrees and undertakes as follows:*
 - (i) *the invoice raised by the Bank shall bear the GSTIN of _____ **Bank** as well as GSTIN of **Jharkhand Rajya Gramin Bank**;*
 - (ii) *The Bank shall upload the details of the invoices on the GSTN common portal in the prescribed form for supply made to **Jharkhand Rajya Gramin Bank**;*
and
 - (iii) *The Bank shall pay the applicable GST on the supply made to **Jharkhand Rajya Gramin Bank** and file the GST returns as prescribed under GST Laws within the statutory time limit.*

For the purposes of this Clause, the following terms shall have the below meaning ascribed to it:-

- a. “**GST**” – means any tax or cess or both imposed on the supply of goods or services or both under GST Laws.*
- b. “**GSTIN**” means Goods and Services Tax Identification Number.*
- c. “**GSTN**” means Goods and Services Tax Network.*
- d. “**GST Laws**” means IGST Act 2017, CGST Act 2017, UTGST Act 2017 and State specific SGST Acts, 2017 and all relevant rules, regulations, notifications and circulars issued under the respective legislations.*

RBI NORMS

The _____ Bank (Service Provider) will comply all the norms/ terms and conditions of RBI related to providing Cash Management Service Activities including adhering all the guidelines issued time to time by Reserve Bank of India for engaging the services of CMS agency.

PROCESS FLOW

Day T-1 (One day before transaction): JRG Bank will provide the request for cash delivery and cash pickup to the vendor for CMS Service **by 3:30 PM**. Arrangement of cash for delivery has to be ensured by the Cash Management Service Agency on its own.

Day T: Cash Management Service agency will ensure delivery to JRG Bank Branches **by 4: 00 PM** and / or cash pick-up from JRG Bank Branches **by 4: 00 PM** and deposit in the JRG Bank's current accounts.

- Pick-up and Delivery timing will be **10:00 AM to 4:00 PM**,
- Pickup and delivery Statement has to be provided on daily basis.

Note: 'T' being the transaction day

The Vendor bank will ensure to maintain the TAT for pickup/ delivery of cash.

CHARGES

Item Description	Commercials (Rs.)
Charges for cash delivery and pickup	Rs.0.30/ per 1000.00 beyond free limit*
*Note :Free cash delivery and pickup limit: 5000 transactions per quarter. Each Delivery/pick up will be treated as one transaction up to Rs.20.00 lakh. Above 20.00 lakh it will be treated two transactions	

REPRESENTATION OF THE PARTIES

The Parties hereby agree that **Jharkhand Rajya Gramin Bank (JRG Bank)** and _____ Bank are entering into this Agreement on the basis of the representations contained herein, namely:

Representation by each of the Parties that it has full corporate power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof; and that this Agreement when executed will constitute a valid and binding Agreement, enforceable in accordance with the terms hereof; and that the executants of this Agreement on behalf of such Party have been duly empowered and Authorised to execute this Agreement and to perform all its obligations in accordance with the terms herein set out.

Representation by _____ Bank that it shall keep all confidential information

in respect of the **Jharkhand Rajya Gramin Bank (JRG Bank)** in absolute confidence; and that it will employ necessary and commercially reasonable measures to ensure the security, integrity and privacy of the data of **Jharkhand Rajya Gramin Bank (JRG Bank)** .

Representation and Confirmation by **Jharkhand Rajya Gramin Bank (JRG Bank)** & _____ **Bank** that in the event of any credit in the a/c of the **Jharkhand Rajya Gramin Bank (JRG Bank)** is erroneously or inadvertently given by _____ Bank, or credited by JRG Bank. _____ Bank shall be entitled to reverse the same from the account of the **Jharkhand Rajya Gramin Bank (JRG Bank)** as well as JRG Bank shall be entitled to withdraw the amount from their account maintained with _____ Bank.

CUMULATIVE REMEDIES

All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade usages, are cumulative and not alternative and may be enforced successively or concurrently. The parties shall continuously monitor the functioning of this Agreement so that any corrective measure can be taken immediately.

RELATIONSHIP

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between **Jharkhand Rajya Gramin Bank (JRG Bank)** and _____ Bank. This agreement is purely on a principal-to-principal basis. Both Parties understand that they are independently owned business entities and this Agreement does not make either Party its employees, associates or agents as employees, agents or legal representative of the Other Party for any purpose whatsoever. Neither Party has any express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the other Party or to bind the Other Party in any matter. In case either Party its employees, associates or agents hold out as employees, agents or legal representatives of the company, the other Party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the affected Party on this account.

_____ Bank accepts fiduciary responsibility during that period when monies of **Jharkhand Rajya Gramin Bank (JRG Bank)** are under the control of _____ Bank pursuant to the service being provided by it herein. The JRG Bank shall bear no liability for the acts of omission and commission of the Service Provider appointed by the Bank for providing Cash Management Services.

TERM

The initial term of this Agreement shall be for a **period of 12 months** for Cash Management Services commencing from the date _____, hereafter termed as "Commencement Date" as mentioned above.

This Agreement shall stand automatically renewed for further **terms of 12 months each**, unless either Party notifies the other Party in writing its intention not to renew the Agreement at least **30 Business days** prior to end of **each 12 months term**.

INTELLECTUAL PROPERTY RIGHTS

Each party shall retain all right, title and interest in its patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets ("Intellectual Property Rights"). No interest whatsoever in the other party's Intellectual Property Rights is granted by this Agreement and use of any Intellectual Property Right permitted to one party by the other party shall be strictly in terms of this Agreement. The Parties shall not license, sell, publish, disclose, display or otherwise make available the Intellectual Property Product/ Products of the other party to any person or entity except as provided in this Agreement. Either party may include security modules in their Intellectual Property Products to protect their rights. To the fullest extent permissible by applicable law or regulations, both parties agree that they will not, reverse engineer or disassemble any parts of the other party's Intellectual Property Products. Neither Party shall use the Intellectual Property of the other Party in any manner whatsoever without the prior consent of the other Party or as provided hereunder.

CONFIDENTIAL INFORMATION

Jharkhand Rajya Gramin Bank (JRG Bank) and _____ Bank acknowledge and agree that in connection with this Agreement, hereinafter called "Confidential Information" and the receiving Party shall not, without the express prior written consent of the disclosing Party, use the same in any manner or purpose other than the purpose specified hereunder and shall not disclose any such Confidential Information to any third party save and except its employees and employees of the Bank(s) having a need to know such Confidential Information in connection with its use of the service in accordance with this Agreement. **Jharkhand Rajya Gramin Bank (JRG Bank)** and _____ Bank agree that neither shall use nor reproduce for use in any way, any Confidential Information of the other except in furtherance of the relationship set forth herein in a mutually agreed manner. **Jharkhand Rajya Gramin Bank (JRG Bank)** and _____ Bank agree to protect the Confidential Information of the other with the same standard of care and procedures used by each to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

Each of the Parties, shall undertake such precautions such as is sufficient to enable it to comply with all the terms hereof and to ensure similar compliance thereof by each such employee / personnel and which binds each such employee / personnel to maintain complete and effective secrecy and confidentiality regarding any and all information whatsoever pertaining to the other Party which comes to their knowledge in the course of undertaking any work or services in pursuance of this Agreement.

Both **Jharkhand Rajya Gramin Bank (JRG Bank)** and _____ **Bank** agree that the terms and conditions of this Agreement shall be treated as Confidential

Information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto can be made in any form without the prior written consent of the other Party; provided, however, that the general existence of this Agreement shall not be treated as Confidential Information and that either Party may disclose the terms and conditions of this Agreement:

As required by any court or other governmental body;

As required by law;

To legal counsel of the Parties (on need to know basis);

In confidence, to accountants, banks, proposed investors or alliance partners, and financing sources and their advisors (on need to know basis);

In confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or

In confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

MODIFICATION

This Agreement can only be amended by a document in writing specifically referring to this Agreement and duly signed by each of the Parties.

COUNTERPARTS

This Agreement has been executed in single set, Original to be kept by JRG Bank & verified photocopy to be kept by _____ Bank.

SEVERABILITY

If any provision of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein. Provided such severance does not materially affect the agreement as a whole.

WAIVER

Each Party agrees that any delay or omission on the part of the other Party to excuse any right under this Agreement will not automatically operate as a waiver of such right or any other right and waiver of any right by the other Party hereunder on one occasion will not be construed as a bar to a waiver of any right on any other occasion.

APPLICABLE LAW

The validity, construction and enforceability of this Agreement shall be governed in all respects by the Laws of India.

ARBITRATION

In the event of any dispute or controversy that may arise from or relate to the remittance operations or from the interpretation or implementation of this agreement, the parties hereto undertake to first endeavour to resolve mutually among themselves. In case of failure, to resolve the dispute or controversy mutually, the parties shall then undertake to endeavour to resolve such dispute or controversy amicably within thirty (30) days from the date when such dispute or controversy failed to be resolved mutually. Unresolved disputes arising out of or relating to this agreement or the arrangement agreed to herein shall be referred to arbitration of a sole arbitrator jointly appointed by both the parties, at Ranchi in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

JURISDICTION

In case the parties fail resolve the dispute either mutually or through Arbitration as sated above, the parties agree that the courts of Ranchi shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement

FORCE MAJEURE

Neither Party will be liable for losses, defaults, or damages under these Agreements which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of these Agreements, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire, technical failure or any other cause beyond the reasonable control of the Party that was so delayed in performing or so unable to perform provided that such Party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such Party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

In case of force majeure continuing beyond a period of 6 months, the Party whose liability to perform its obligation has been affected shall be entitled to terminate this Agreement.

GENERAL

The Parties undertake that they shall execute and do and procure all necessary persons, if any, to execute and do all such further deeds, assurances, acts and things as may reasonably requested from time to time to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

The intellectual property rights of either Party shall continue to be owned and vest with Party owning it and this Agreement does not in any way confer any right on the other Party for the Ownership or use of the intellectual property rights.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties hereto with

respect to the matter dealt with herein including Annexures and supersedes any previous understanding, agreement or arrangement between the Parties in relation to such matters.

HEADINGS

The headings herein are so given for the sake of convenience and easy reference only and they do not in any way govern or interpret the meaning thereof.

MIS/REPORTS

At the request and for the convenience of the JRG Bank, the _____ Bank will provide data, statements and reports to the JRG Bank relating to these Services via (a) electronic mail to an address designated by JRG Bank or (b) any other electronic method.

The data related to daily transaction will be provided to JRG Bank by the _____ Bank on T+1 basis for reconciliation purpose.

TERMINATION

This Agreement and the transactions contemplated herein may be terminated and abandoned at any time prior to the Agreement validity Date,

(i) upon the mutual consent of both the parties

(ii) Upon giving three-month notice prior to termination by JRG Bank

(ii) Upon giving three-month notice prior to termination by _____ (Vendor) Bank

NOTICE

- Notices or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally, or by legible fax/emails with the original fax being sent the same day by courier addressed to the intended recipient at its address set out below or to such other address or fax number as any Party may from time to time notify to the other Party.

Name, address, contact details of _____ Bank

Mobile:

Email:

Name, address, contact details of Jharkhand Rajya Gramin Bank (JRG Bank)