

JHARKHAND RAJYA GRAMIN BANK (JRGR BANK), HEAD OFFICE, RANCHI

INVITES

TENDER FOR CASH MANAGEMENT SERVICE (CASH DELIVERY & PICK-UP)

Tender No.Acct/04 /2024-25

Dated 19.08.2024

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Jharkhand Rajya Gramin Bank (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this Tender invitation is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender invitation 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 in this Tender document and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender.

Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender documents. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

NOTICE INVITING TENDERS

JHARKHAND RAJYA GRAMIN BANK is a Regional Rural Bank, sponsored by State Bank of India, and jointly established by Government of India, Government of Jharkhand and State Bank of India. Our Bank has 445 branches as of now and are operating in Eight regions viz. Ranchi, Singhbhum, Gumla, Palamu, Hazaribagh, Giridih, Deogarh & Godda in the States of Jharkhand. All the 445 branches have been functioning in a computerized environment on CBS platform.

The locations of the Bank in Jharkhand State are:

S.No.	Region	Districts covered
1	Ranchi	Ranchi & Khunti
2	Singhbhum	East Singhbhum, West Singhbhum & Seraikella -Kharsawan
3	Gumla	Gumla, Simdega, Latehar & Lohardagga
4	Palamu	Palamu & Garhwa
5	Hazaribagh	Hazaribagh, Chatra, Ramgarh & Koderma
6	Giridih	Giridih, Dhanbad & Bokaro
7	Deogarh	Deogarh, Jamtara & Dumka
8	Godda	Godda, Sahebganj & Pakur
9	Head Office	Ranchi

Tenders are invited by the undersigned from interested Banks for providing Cash Management Service for our all Branches (Presently 445 which may change in future) situated in 24 districts of Jharkhand state.

Details are as under:

Scope of work & Location	Cash Management Services for Jharkhand Rajya Gramin Bank
Specification of work	Please refer to the Annexure – SP enclosed with this document.
Availability of tender documents	The tender notice with terms & conditions including tender schedule is available at Bank's website www.jrgbank.in
Tender availability start date & time	7.00 PM on 21/08/2024
Date of Pre-bid cum presentation	3.00 PM on 28/082024
Tender availability end dates& time	4.00 PM on 11/09/2024
Last date and time of submission of tender	4.00 PM on 11/09/2024
Address at which tender to be submitted	The General Manager, Jharkhand Rajya Gramin Bank, Head Office, 3rd Floor, Zila Parishad Market Complex Kutchery Road, Ranchi-834001 Ranchi (Jharkhand)

Date and time of opening of Technical bid & Financial Bid	11.00 AM on 12/09/2024 <i>However, Bank at its sole discretion may change the date & time of opening of bids for some unavoidable circumstances.</i>
Eligibility Criteria	Please refer to the Annexure – EL enclosed with this document.
Technical Bid	Technical Bid should contain the following: a) Annexure –EL b) Documents have to be submitted duly signed by the competent authority in the prescribed format only
Financial / Price / Commercial Bid	It should contain the financial / price bid:
Start of CMS service	Within 15 days.
Validity of tender	120 days
Deduction of income tax and S.T etc.	As per central / State government rules.
L-1 identification method	Amount of Float to be maintained.
Address of Tender inviting Office	The General Manager, Jharkhand Rajya Gramin Bank, Head Office, 3rd Floor, Zila Parishad Market Complex Kutchery Road, Ranchi-834001 Ranchi (Jharkhand)
Contact details (Bank)	Name: Manoj Kumar Choudhary Designation: Head of Department, Accounts Phone No.: +91 9939560992 E-mail Id: hoaccount@jrgb.in
Tenderer have to submit the tender in two part bid system i.e Technical Bid and Price / Commercial Bid.	
Bank reserves the right to change / cancel / withdraw the tender at its discretion without assigning any reason for the same.	

SPECIFICATION OF WORK

JRG Bank is a Regional Rural Bank incorporated under the Regional Rural Bank Act, 1976 having its Head Office at Ranchi with 8 Regional Offices and 445 branches in different district across the Jharkhand and Bank requires Cash Management Service Agency for arranging cash (Pick-up & delivery) for its Branches. Therefore, tenders are invited for providing the Cash Management Services (CMS).

1. Providing Cash to Branches for its business requirement.
2. Pick-up of excess cash from Branches.
3. Transactions to be routed through a single current account with view right.
4. Data of daily transaction be available on the next working day for reconciliation.

DETAILED 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 5: 00 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

ACTUAL CASH REQUIREMENT (PICKUP & DELIVERY DETAILS)
FY 23-24

Sl. No.	Regional Office	District	Total No. of Branches	Avg. Monthly Remittance (in Lakhs)		Average No. of Branches Remittance on Monthly Basis	
				Delivery	Pickup	Delivery	Pickup
1.	Ranchi	Ranchi	36	678.62	56.55	127	59
2.		Khunti	9	147.34	12.28	29	07
3.	Singhbhum	E. Singhbhum	32	617.83	51.49	86	34
4.		W. Singhbhum	29	613.84	51.15	77	19
5.		S. Kharsawan	20	645.48	53.79	79	10
6.	Gumla	Gumla	18	376.25	31.35	54	12
7.		Lohardaga	7	180.19	15.02	28	03
8.		Simdega	11	168.54	14.05	26	04
9.		Latehar	11	395.25	32.94	34	07
10.	Palamu	Palamu	45	1996.30	166.36	160	51
11.		Garhwa	28	1250.08	104.17	74	21
12.	Hazaribagh	Hazaribagh	16	716.80	59.73	88	18
13.		Ramgarh	5	148.58	12.38	20	06
14.		Chatra	11	528.92	44.08	60	08
15.		Koderma	4	102.34	8.53	12	03
16.	Giridih	Giridih	19	1073.69	89.47	92	15
17.		Dhanbad	10	152.61	12.72	29	10
18.		Bokaro	12	343.91	28.91	56	07
19.	Deoghar	Deoghar	24	959.11	79.93	77	20
20.		Dumka	31	1055.04	87.92	92	30
21.		Jamtara	15	526.16	43.85	51	09
22.	Godda	Godda	22	928.62	77.38	100	12
23.		Pakur	11	300.17	25.01	39	07
24.		Sahebganj	19	859.45	71.62	88	10
		Total	445	14765.12	1230.68	1578	382

Note - The aforesaid cash requirement (pickup & delivery details) is only indicative and it may vary on actual basis.

Annexure – EL

ELIGIBILITY CRITERIA

Sl. No.	Criteria	Documents
1.	Bidder should be a Scheduled Commercial Bank registered in India since last 10 (Ten) years.	Incorporation/Registration certificates should be submitted as documentary proof.
2.	Bidder should have sufficient no. of Branches within the command area of JRG Bank i.e. Jharkhand (At least 1 Branch in each District of Jharkhand)	Relevant certificate needs to be attached
3.	Bidder should have atleast Two (2) Years' experience in Cash Delivery / Pick Up arrangement.	Copy of Work Order / PO Letter / Mail from Client should be enclosed with proposal
5.	Should not have been debarred or blacklisted by any Central/ State Government or Governmental Agency/ a Scheduled Commercial Bank at the time of submission of the proposal.	Self declaration on letterhead needs to be submitted.
6.	The bidder has to submit draft contract format on plain paper at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	Draft contract format

Note: - All eligibility criteria compliance by bidder must be supported by documentary evidence in technical response of the bidder. Service Provider must comply with the above mentioned criteria. Non – compliance of any of the criteria will entail rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The Bank reserves the right to verify / evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

GENERAL TERMS & CONDITIONS OF WORK

No subjective condition will be accepted in the bid.

On the basis of evaluation of proposal(s) submitted by the Bank(s), the competent authority of JRG Bank will assign the work to the selected Bank(s) / Bidders only as per the suitability of their proposal to JRG Bank.

The competent authority of JRG Bank shall be the only authority to accept and/or reject any of the proposal(s) and no further queries will be entertained.

JRG Bank reserves the right to accept and / or reject any or all proposals/applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

The Bidder shall have to enter into a “**Agreement**” with JRG Bank covering all terms and conditions of this tender.

EVALUATION OF BIDS

The EOI shall be opened / evaluated at JRG Bank Head Office, Ranchi in accordance with the time prescribed in Tender Schedule.

DETAILED PROCESS FLOW

Day T-1 (one day before the transaction day): JRG Bank will provide the request for cash delivery and cash pickup to the vendor Bank **by 5: 00 PM**. The Bank providing Cash Management Service has to be ensured Cash delivery on its own.

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

- 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**

Penalty

Penalty for Operational/ Functional Issues:

Event	Issue description	Penalty
Monthly Delivery / efficiency	Min 95% indent for cash delivery to be done during monthly basis within TAT	Rs. 1000/- for every 5 % deficit in delivery.
Monthly Pick up efficiency	Min 95% indent for cash pickup to be done during monthly basis within TAT	Rs. 1000/- for every 5 % deficit in pick up.
Refusal to pick-up soiled notes	If the CMS provider / its agent refuses to pick-up soiled notes	Rs. 1000/- per incident, on receipt of written complaint from Branch

Penalties, if any shall be calculated at the above rate every quarter and demand will be raised on quarterly basis. The CMS provider bank has to deposit the penalty amount within 10 days.

However, if at any time during performance of the contract, if the vendor Bank encounters unexpected conditions impeding timely completion of the services and performance of the services, they shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s) on the same day. On receipt of the Vendor's request, the Bank shall evaluate the situation and may at its sole discretion extend the Vendor's time for performance / waive the penalty.

The performance level of Vendor services shall be reviewed on a quarterly basis. If the services are assessed as not satisfactory by Bank, the service agreement may be terminated by Bank at its absolute discretion.

JURISDICTION

In case the parties fail to 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

TERMS & CONDITIONS

No bidder or its Associate shall submit more than one proposal for the engagement.

The applicant/bidder shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the bid process including subsequent negotiations/ visits to JRG Bank. JRG Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

The CMS provider Bank shall, subject to the provisions of the Agreement, indemnify JRG Bank for any direct loss or damage that is caused due to any deficiency in services.

The language of the Application as well as the supporting documents shall be in English / Hindi.

All the costs pertaining to solution deployment/ customization/ execution/ implementation is to be borne by the selected bank.

The selected bank will also provide training and other related supports required to all concerned stakeholders of JRG Bank, as and when required.

The selected bank / bidder will have to start the operations within 15 working days of award of the job.

The interested banks will depute its representative for technical presentation / opening of proposal along with all required details before the committee of JRG Bank.

All notes & coins will be accepted irrespective of denomination and condition. However, Service Provider will not deliver any soiled and mutilated notes to our Branches and ensure adhering to Clean Note Policy.

The cash collected shall be deposited in the JRG Bank's current account maintained at Ranchi on the same day i.e. immediately. Any shortage of currency if observed has to short out at local level between CMS provider Bank and JRG Bank branches.

The initial term of this Agreement shall be for a period of 12 months for Cash Management Services which may be renewed further for 12 months with same terms & conditions on mutual agreement of JRG Bank and CMS provider Bank .

The Bidder has to ensure Services of disbursement & pick-up of cash (based on the requisition of our Branch) from all Branches of Jharkhand Rajya Gramin Bank on a daily

basis without any exception.

The CMS provider Bank has to accept fiduciary responsibility during that period when monies of Jharkhand Rajya Gramin Bank (JRG Bank) are under the control of CMS Agency or their representatives 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.

The_ Service Provider Bank 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.

The Cash delivery van must be will equipped with CCTV and GPS system.

It will be the responsibility of the Service Provider Bank to ensure insurance of cash in transit.

The successful bidder has to execute an agreement on the standard format of the JRG Bank.

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 endeavor to resolve mutually among themselves. In case of failure, to resolve the dispute or controversy mutually, the parties shall then undertake to endeavor 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. The venue and seat of arbitration shall be Ranchi, India.

EXIT CLAUSE

The Bank reserves the right to cancel the contract in the event of found serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through the deposit account of the CMS provider Bank maintained with our

Bank. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

MIS/REPORTS

At the request and for the convenience of the JRG Bank, the CMS Provider shall send the information including 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 CMS Provider Bank on T+1 basis for reconciliation purpose.

TERMINATION

- a) The Bank will be entitled to terminate the Contract, without any cost to the Bank upon issuing a written notice of 30 days and recover expenditure incurred by Bank, on the happening of any one or more of the following when the Bidder has failed to rectify/cure the shortcomings during the said notice period.:
- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - ii. The Successful bidder goes into liquidation voluntarily or otherwise.
 - iii. Non-satisfactory performance of the selected bidder during implementation and operation.
 - iv. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
 - v. The Bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- b) The CMS provider Bank may terminate the contract, with 120 days prior written notice, if the other party has committed a material breach of this contract and if such breach has not been cured during the notice period.

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 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.

NON-TRANSFERABLE OFFER

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

PRICE VALIDITY

Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period.

REJECTION OF BID

Any form of canvassing / lobbying /influence/ query regarding short listing, status will be a disqualification.

The acceptance of the proposal will be subject to the following conditions:

- (a) Acceptance of the proposal constitutes a concluded contract, nevertheless, the successful tenderer must execute an agreement at his own cost for the satisfactory fulfilment of the contract.
- (b) JRG Bank reserves the right of negotiation with the L-1 if so required.
- (c) No representation for enhancement of the price once accepted will be considered.
- (d) Any attempt on the part of tenderers or their agents to influence the officers concerned in their favour by personal canvassing will disqualify the tenderers.
- (e) The prices quoted should be inclusive of all taxes, duties etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course or execution of the contract.

COMMERCIAL BID FORMAT

The quoted rate is as follows

Sl. No.	Item Description	Commercials (Rs.)
1.	Fixed Float Amount Required	

1. L -1 will be decided on the basis of lowest Fixed Float Amount quoted
2. We know well that above rates are inclusive of all the other charges, taxes, duties, transportation.
3. Fixed float means minimum fixed balance maintained in current account at the end of any particular day.
4. Charges for cash delivery and pickup Rate will be Rs.0.30/- per 1000/- beyond free limit i.e. 5000 Transactions per quarter.
5. First 5000 cash delivery / pick up per quarter will be free of cost and charges will be applicable beyond that only.
6. 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

Signature

Authorized Signatory

Bidder's Profile Format

SN	Parameters	Response
1	Name of the Bank	
2	Year of Incorporation in India	
3	Address:	
	a) Head Office	
	b) Local Office in Ranchi (if any)	
4	Authorized Contact person	
	a) Name and Designation	
	b) Telephone number	
	c) E-mail ID.	
5	Bidder's experience in Cash Management Service projects with Scheduled commercial Bank.	

Dated this..... Day of.....2024

(Signature)
(In the capacity of)

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

DECLARATION

To
The General Manager,
Jharkhand Rajya Gramin Bank,
Zila Parishad Premises, Market Complex,
3rd Floor, Near Kutchery,
Ranchi – 834001

Dear Sir,

Sub: Your tender notice for Cash Management Service for JRG Bank.

With reference to the above tender notice, having examined and understood the instructions, terms and conditions forming part of the tender forms, we hereby enclose our offer providing cash management services for JRG bank as detailed in your above-referred tender notice.

We confirm that any Govt./ PSU bank / Scheduled commercial bank / Financial Institutions /RRB have not blacklisted / terminated us for any corrupt or fraudulent practices or non-delivery or non- performance or deficiency in service.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the tender form.

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

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

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions / deviations anywhere in the bid and we agree that if any deviation / exception is mentioned or noticed, our bid may be rejected.

Dated this..... Day of.....2024

(Signature)
(In the capacity of)

Annexure – General Undertaking

(General Undertaking to the Bank on the firm's letterhead)

Date:

To
The General Manager
Jharkhand Rajya Gramin Bank,
Head office,
3rd Floor, Zila Parishad Market Complex
Kuthchury Chowk, Ranchi - 834001 Jharkhand

Dear Sir,

Ref: Tender Notice No. /2024-25 _____ dated _____ for providing cash management services

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for hiring of agencies / firms for providing cash management services as detailed in your above referred RFP vide RFP No. _____ dated _____.

I/ We confirm that we have not been disqualified / Black listed by Govt./ any Scheduled commercial bank / Financial Institutions for providing cash management services

I/ We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. These conditions are fully acceptable and binding on us.

I/ We also confirm that the offer shall remain valid for a period of 120 days from the date of opening the technical bid.

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

I/ We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions / deviations anywhere in the bid and we agree that if any deviation / exception is mentioned or noticed, our bid may be rejected.

I / We have read the instructions appended and all terms and conditions and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Jharkhand Rajya Gramin Bank, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.

I / We agree that the decision of **JRG Bank (Jharkhand Rajya Gramin Bank)** in selection of contractors will be final and binding to me / us.

I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

I/ We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the JRG Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination of commercial bids.

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

Yours faithfully,

**(SIGNATURE OF AUTHORISED PERSON WITH SEAL)
(NAME & DESIGNATION)**

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 Gadhwā	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. _____.

Simultaneously _____ Bank (the Service Provider Bank) will also maintain a current/fixed deposit account with JRG bank to pay the penalty amount (if any) as per agreed terms described in the agreement.

- 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 5: 00 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

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	

PENALTY

The Service provider bank will be liable to pay Penalty for Operational/ Functional Issues as under :

Event	Issue description	Penalty
Quarterly Delivery / Pick up efficiency	Min 95% indent for cash delivery and / or cash pickup to be done during quarterly basis within TAT	Rs. 1000/- for every 5 % deficit in delivery and / or pick up. (Min limit to be decided)
Refusal to pick-up soiled notes	If the CMS provider / its agent refuses to pick-up soiled notes within TAT	Rs. 1000/- per incident, on receipt of written complaint from Branch

Penalties, if any shall be calculated at the above rate every quarter and demand will be raised on quarterly basis. The CMS provider bank has to deposit the penalty amount within 10 days

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

Vetted by

**Nitesh Kumar
(Law Officer)**

APPROVED BY

**Manoj Kr Choudhary
(HOD ACCOUNTS)**

**Sanjay Kumar
(Asst. Gen. Manager)**

**R. K. Sinha
(Asst. Gen. Manager)**

**Rajkumar Gupta
(General Manager)**

**S. K. Pani
(General Manager)
Chairman of the Committee**