



**EXPRESSION OF INTEREST (EOI)**  
**FOR**  
**EMPANELMENT OF SERVICE PROVIDER(S) FOR CORPORATE CASH**  
**HANDLING SERVICES (CCHS)- CASH COLLECTION & DELIVERY**

EOI Reference No.	CO:CMS/CCHS/ EOI/01/2023-24
EOI Issuance Date	16.09.2023
Last Date of request for Queries/ Clarifications	25.09.2023 by 05:00 PM
Date and time of Pre-Bid Meeting	04.10.2023 at 03:00 PM
Last Date for receipt of bids	20.10.2023 at 03:00 PM
Date and time of opening Technical bids	20.10.2023 at 03:30 PM

**Issued by:**

Indian Bank, Corporate Office,  
CMS Vertical,  
254-260, Avvai Shanmugam Salai  
Royapettah, Chennai-600014

Phone: +91-44-28134474  
Email: [cmsvertical@indianbank.co.in](mailto:cmsvertical@indianbank.co.in)  
Website: <https://www.indianbank.in>

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

*This document is the property of Indian Bank and is meant for exclusive purpose of Bidding as per the Specification, Terms, Condition and Scope indicated in it. This document should not be copied, transferred, reproduced, distributed or recorded on any medium, including all forms of electronic medium, without written permission of Indian Bank. The use of contents of this document for any purpose other than stated herein is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.*

	<b>Schedule [A] Important Dates and Information on EOI Submission</b>	05
	<b>Schedule [B] Glossary of terms</b>	07
	<b>Schedule [C] Disclaimer</b>	09
	<b>Schedule [D] Overview of Indian Bank</b>	10
<b>SECTION – I</b>	<b>EXPRESSION OF INTEREST(EOI)</b>	12
<b>SECTION-II</b>	<b>INSTRUCTIONS TO BIDDERS/ SERVICE PROVIDERS</b>	13
	<b>1. Introduction</b>	13
	<b>2. Pre-Bid Meeting</b>	13
	<b>3. Amendment of bidding documents</b>	13
	<b>4. Clarification of Bids</b>	14
	<b>5. Eligibility Criteria</b>	14
	<b>6. Proposal Process Management</b>	16
	<b>7. Liabilities of the Bank</b>	17
	<b>8. Bid and Proposal Ownership</b>	17
	<b>9. Bid Pricing Information</b>	17
	<b>10. Fixing of Cash Collection &amp; Delivery pricing</b>	17
<b>SECTION-III</b>	<b>CONDITIONS OF CONTRACT</b>	20
	<b>Broad Scope of Work for Corporate Cash Handling Services (CCHS)-Cash Collection &amp; Delivery</b>	20
	<b>1. Period of Validity of EOI</b>	23
	<b>2. Authorization to Bid</b>	24
	<b>3. Change Orders</b>	24
	<b>4. Contract Period</b>	24

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

	<b>5. Governing Language</b>	24
	<b>6. Insurance</b>	24
	<b>7.Jurisdiction and Applicable Law</b>	25
	<b>8. Email id for communication</b>	25
	<b>9. Bank's right to accept or reject any bid or all bids</b>	25
	<b>10.Acceptance of Service Order</b>	25
	<b>11. Signing of Contract Form, NDA and SLA</b>	26
	<b>12.Confidentiality</b>	26
	<b>13. Pre-contract integrity pact</b>	27
	<b>14.Terms and Conditions</b>	28
	<b>15.Indemnity Clause</b>	31
	<b>16.Settlement of Disputes</b>	31
	<b>17. Coverage of Empanelled Service Provider under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952</b>	33
	<b>18.Force Majeure</b>	33
	<b>19.Negligence</b>	33
	<b>20.Inspections</b>	34
	<b>21.Jurisdiction &amp; Governing laws</b>	34
	<b>22.No Right to Set Off</b>	34
	<b>23.Publicity</b>	34
	<b>24.Conflict of Interest</b>	35
	<b>25.Relationship between parties</b>	35
	<b>26. Exit Requirements</b>	35
	<b>27.Termination for Convenience</b>	35
	<b>28.Termination for Default</b>	36
	<b>29. Termination for Insolvency</b>	37
	<b>30.Taxes and Duties</b>	37

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

	<b>31. Compliance with Statutory and Regulatory Provisions</b>	<b>37</b>
	<b>32. Service Level Agreement (SLA)</b>	<b>37</b>
	<b>33. Severability</b>	<b>37</b>
	<b>34. Other Terms and Conditions</b>	<b>37</b>
	<b>35. Rejection of Bids</b>	<b>38</b>
	<b>36. Representation and Warranties</b>	<b>39</b>
	<b>37. Relationship of Parties</b>	<b>41</b>
	<b>38. Solicitation of Employees</b>	<b>42</b>
	<b>39. Notices and Other Communication</b>	<b>42</b>
<b>Section IV</b>	<b>INSTRUCTIONS TO BIDDERS FOR E-TENDERING</b>	<b>43</b>
<b>Annexure - I</b>	<b>Bid Form</b>	<b>46</b>
<b>Annexure - II</b>	<b>Self-Declaration – Blacklisting</b>	<b>47</b>
<b>Annexure - III</b>	<b>Contract Form</b>	<b>48</b>
<b>Annexure - IV</b>	<b>Pre-Contract Integrity Pact</b>	<b>51</b>
<b>Annexure – V</b>	<b>Non-Disclosure Agreement</b>	<b>58</b>
<b>Annexure – VI</b>	<b>Details of Service Provider (Bidder)</b>	<b>63</b>
<b>Annexure – VII</b>	<b>Confirmation Certificate</b>	<b>66</b>
<b>Annexure – VIII</b>	<b>Pre-Bid Query Format</b>	<b>67</b>
<b>Annexure – IX</b>	<b>Quote for Cash Collection &amp; Delivery</b>	<b>68</b>
<b>Annexure – X</b>	<b>Ranking Format</b>	<b>69</b>
<b>Annexure – XI</b>	<b>Certificate of Performance To Be Submitted On The Concerned Bank's Letter Pad</b>	<b>72</b>

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

**SCHEDULE [A]: IMPORTANT DATES AND INFORMATION ON EOI SUBMISSION**

S. No	Particulars	Timeline
1	<b>Issuance Date of EOI</b> (Date of EOI Issuance)	16/09/2023
2	<b>Last Date of request for Queries/ Clarifications</b> (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	25/09/2023 by 05:00 PM Format for seeking clarification is enclosed as Annexure-VIII
3	<b>Pre-bid Meeting Date and Venue Details</b>	04/10/2023 at 03:00 PM through physical/virtual mode. Service Providers willing to participate in pre-bid meeting need to submit their details at <a href="mailto:cmsvertical@indianbank.co.in">cmsvertical@indianbank.co.in</a> on or before 28/09/2023. Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested Service Providers separately.
4	<b>Location of Submission/ Online Bid Submission Details</b>	This EOI will follow e-Procurement portal (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Antares Systems Limited through website: <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a>
5	<b>Last Date of Submission/ Closing Date in Online Mode</b> (Last Date of Submission of EOI Response)	20/10/2023 at 03:00 P.M. for online bid document submissions.
6	<b>Bid Opening Date</b>	20/10/2023 at 03:30 PM
7	<b>Quote for Cash Collection &amp; Delivery</b>	Disclosed in Annexure – IX

EOI for Empanelment of Service Provider(s) for Corporate Cash Handling Services-cash collection & delivery.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

7	EOI Coordinator	<p>(1) Shri. Manoranjan Upadhyay Deputy General Manager, Indian Bank, Corporate Office, CMS Vertical, 254-260, Avvai Shanmugam Salai Royapettah, Chennai-600014</p> <p>Phone: +91-44-28134474 Email: <a href="mailto:cmsvertical@indianbank.co.in">cmsvertical@indianbank.co.in</a></p> <p>Shri. Kabilan K Chief Manager, Indian Bank, Corporate Office, CMS Vertical, 254-260, Avvai Shanmugam Salai Royapettah, Chennai-600014</p> <p>Phone: +91-44-28134590 Email: <a href="mailto:cmsvertical@indianbank.co.in">cmsvertical@indianbank.co.in</a></p>
<p><b>The EOI document can be downloaded from:</b></p> <p>The website: <a href="https://indianbank.in/tenders">https://indianbank.in/tenders</a></p> <p>&amp;</p> <p>e- procurement portal: <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a></p> <p>Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the EOI. However, clarifications, modifications and date of extensions, if any, will be published in website &amp; e- procurement portal only.</p> <p>I. Note: Indian Bank, does not take responsibility of any offers damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.</p> <ol style="list-style-type: none"> <li>1. Bank will empanel the service providers based on the eligibility criteria. Commercial Bid will be shared to the eligible service providers for empanelment.</li> <li>2. Documents are to be submitted online, by uploading to the respective e tender website above, duly signed by the Authorized Signatory under the seal of the bidder in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any</li> </ol>		

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.

3. The EOI document (along with addendums, if any) needs to be signed and stamped by the authorised signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of EOI and its addendums (if any).
4. Time wherever mentioned is as per Indian Standard Time. The above dates and time are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates mentioned above, the same shall stand revised to the next working day at the same time and place unless communicated otherwise.

**This EOI is issued by:**

Deputy General Manager (CMS Vertical)  
Indian Bank, Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai - 600 014.  
Tamil Nadu, India.

**SCHEDULE [B] GLOSSARY OF TERMS**

i) Following terms are used in the document interchangeably to mean:

1. Bank refers to 'Indian Bank (IB)' including its Branches, Administrative offices, processing centres/HUBS, cells and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks)
2. Recipient, Service Provider, Bidder, Applicant means any entity or person or Associations of persons (constitution of association of persons may be in the form of any legal entity like partnership, public / private limited company, LLP, HUF etc.) who are submitting their proposals for providing services to Indian Bank under this EOI Document.
3. EOI means the "Expression of Interest" document.
4. Proposal, Bid means "Response to the EOI Document"
5. Tender means EOI response documents prepared by the Bidder and submitted to "Indian Bank".

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

6. Selected Service Provider for empanelment and the Bank shall be individually referred to as “party” and collectively as “parties”. The terms, Successful bidder (s) and the Bank are also referred as Supplier/ Service provider and Purchaser respectively.
7. “Quote”, “Commercial Bid” means the cost quoted by the Bidder for executing the jobs sought under the Bid Document
8. The term “Bid” & “Quote/ Quotation” bears the same meaning in this EOI.
9. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this EOI shall mean the contract to be executed between the Bank and the successful bidder (s).
10. Cash Handling Services includes Cash Pickup and Cash Delivery.
11. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

ii) Other Terms and abbreviations:

Sl. No.	Terms used in the EOI	Terms and abbreviations
1	GOI	Government of India
2	RBI	Reserve Bank of India
3	MHA	Ministry of Home Affairs
4	IBA	Indian Banks' Association
5	CCHS	Corporate Cash Handling Services
6	SOW	Scope of Work
7	CMS	Cash Management Services
8	CCTV	Closed Circuit Television
9	CCA	Currency Cycle Association
10	GSTIN	Goods and Services Tax Identification Number
11	MSME	Micro, Small & Medium Enterprises
12	LLP	Limited Liability Partnership
13	SOW	Scope of Work



Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

### Confidentiality:

*This document is meant for the specific use by the Bidder/s to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Indian Bank expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. **The Bidder/s do hereby undertake that they shall hold the information received by them under this EOI process or the contract "in trust" and they shall maintain utmost confidentiality of such information. The Bidders have to agree and undertake that (a) They shall maintain and use the information only for the purpose as permitted by the Bank (b) To strictly allow disclosure of such information to its employees, agents and representatives on "need to know" basis only and to ensure confidentiality of such information disclosed to them.** The Bidders will be held responsible for any misuse of information contained in this document or obtained from the Bank during course of EOI process, and liable to be prosecuted by the Bank in the event such breach of confidentiality obligation is brought to the notice of the Bank. By downloading the document, the interested parties are subject to confidentiality clauses.*

### SCHEDULE [C] DISCLAIMER

The information in this Expression of Interest ("EOI") document provided to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Bank, is under the terms and conditions set out in this EOI document and shall also be subject to all other terms and conditions to which such information is generally made available. This EOI document is not an agreement, offer or an invitation by Indian Bank to enter into an agreement/contract in relation to the service but is meant for providing information to the applicants who intend to submit the bids (hereinafter individually and collectively referred to as "Bidder"/ "Service Provider" or "Bidders"/ "Service Providers" respectively). This EOI is designed with the purpose to assist the applicants/ Bidders to formulate their proposal and does not claim to provide all the information that may be required by the applicants/ Bidders.

Each Bidder may conduct its own independent investigation and analysis and is free to check the accuracy, reliability, and completeness of the information in this EOI. Indian Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make 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 EOI. The information contained in the EOI document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder may require. Indian Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the EOI document or to correct any inaccuracies therein, which may become apparent.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the bidders or any of their respective officers/ employees or published in the Bank's website. It is

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

It shall be the duty and responsibility of the Bidders to ensure about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them to participate in this EOI process and to provide all the services and deliverables under the EOI to the Bank.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI. Such change will be published on the Bank's Website & e- procurement portal and it will become part and parcel of EOI.

Indian Bank reserves the right to reject any or all the bids/proposals received in response to this EOI document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

#### **SCHEDULE [D] OVERVIEW OF INDIAN BANK**

**Indian Bank**, with Corporate Office in Chennai was established as part of the Swadeshi Movement on August 15, 1907.

Along with 13 other Banks, the Bank was nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1<sup>st</sup> April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14.02.2021. In the last 115 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, the Bank has fine-tuned its strategies and has undertaken several structural and operational changes and earned a coveted position in the Indian banking industry. The Bank's foremost priority has been to serve the people and its nation.

The Bank has two subsidiaries viz., IndBank Merchant Banking Services Ltd and Ind Bank Housing Ltd. Bank also has two joint ventures namely Universal Sompo General Insurance Company Ltd. and ASREC (India) Ltd.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

---

The Bank has three sponsored Regional Rural Banks viz, Saptagiri Grameena Bank headquartered at Chittoor (Andhra Pradesh), Tamil Nadu Grama Bank; headquartered at Salem (Tamil Nadu) and Pudukai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

As on 30<sup>th</sup> June 2023, Bank's total Global business reached Rs.11 Lakh Cr. consisting of Deposits at Rs.6.21 Lakh Cr and Advances at Rs.4.79 Lakh Cr.

As on 30<sup>th</sup> June 2023, Bank has Pan-India network with 21,407 touch points including 5798 Brick & Mortar branches including 3 DBUs, 1 IBU, 4804 ATMs/BNAs, 10805 Business Correspondents. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo.

Bank had always been a forerunner in offering digital products which provide hassle free, convenient and safe transaction facilities to enhance customer experience, meeting their expectations as the country gears itself for riding on the digital wave. After the amalgamation, the Bank is poised to grow on both business and profitability fronts. The emphasis will be to leverage operational efficiencies, cost synergies and new opportunities in terms of Brand and reach to deliver enhanced customer experience. The focus will be on increasing the CASA share in deposits while looking at diversified growth in credit. Cost optimisation and increasing revenue with focus on fee income, improving recovery and containing NPAs will be levers to improve bottom line.

**For further details, please visit Bank's website [www.indianbank.in](http://www.indianbank.in)**

## **SECTION – I**

### **EXPRESSION OF INTEREST(EOI)**

The Bank is interested in identifying and empanelling Service Providers for providing the services for **Corporate Cash Handling Service (CCHS)-cash collection & delivery.**

Interested eligible Service providers may submit their interest in the bid, the process for bidding is as under

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.com/INDBANK>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be submitted along with the tender documents.
2. Bidder (s)/ Service Provider (s) will be empanelled based on eligibility criteria. The Bank further requests quote to be filled by the eligible Bidder (s)/ Service Provider (s) to fix the charges for the services.
3. The shortlisted Bidder (s)/ Service Provider (s) that accept the pricing will be empanelled as preferred service providers after the presentation/demonstration submitted by them. Date, time and venue of presentation/demo by the eligible Bidder (s)/ Service Provider (s) will be communicated through email [cmsvertical@indianbank.co.in](mailto:cmsvertical@indianbank.co.in)
4. The preferred service providers will be ranked and allocated business based on the Annexure X.
5. The first right of refusal to the business of the FGMO will be given to the service providers in the sequence of their rankings.
6. The Bank will have the right to add / remove empanelled preferred service providers during the empanelment.
7. The responses to this EOI must be complete and comprehensive with explicit documentary evidence in support of all the eligibility criteria mentioned.

## SECTION-II

### INSTRUCTIONS TO BIDDERS/ SERVICE PROVIDERS

#### 1. Introduction

The Bidder/ Service Provider is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's/ Service Provider's own risk without any responsibility of the Bank. The Bids prepared by the bidder/ Service Provider and all correspondence and documents relating to bids exchanged by the bidder/ Service Provider and the Bank must be written in English.

#### 2. Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held through physical/Video Conference/ Skype/ Web-ex as specified in Schedule[A]. Bidder's/ Service Provider's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders/ Service Providers.
- c. The bidder/ Service Provider is requested to submit any queries/clarifications to the Bank to the following email ids at least 2 days before the scheduled meeting date, as per the Annexure – VIII – Pre Bid Query Format.

Email id: [cmsvertical@indianbank.co.in](mailto:cmsvertical@indianbank.co.in)

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be posted in website: <https://www.indianbank.in> & e- procurement portal and informed vide mail to the bidders/ Service Providers who have raised queries.

#### 3. Amendment of bidding documents

- 3.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder/ service provider, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
- 3.2 All prospective bidder/ Service Providers who are eligible for pre-bid meeting, will be communicated of the details of amendments and clarifications. Signed copy of

the amended document should form part of the bidding documents. The amendments if any, will be published in Bank website & e- procurement portal.

- 3.3 Any Bid submitted under this EOI process cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

#### 4. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the bidder/s/ Service Provider/s. The request for clarification and the response shall be in writing/ by email, and no change in the substance of the bid shall be sought, offered, or permitted.

The Service Provider shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information is provided in the Bidding Document, however, Service Provider shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

#### 5. Eligibility Criteria

Bank is looking for eligible Service Providers to empanel for Corporate Cash Handling Services (CCHS)-cash collection & delivery and for providing end-to-end cash handling service. Only those Service Providers who fulfil the following criteria are eligible to respond to the EOI.

The Service Provider must fulfil the criteria mentioned in the table below in order to bid for this EOI:

Sl. No.	Eligibility Criteria	Supporting Documents
1	The Service Provider must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and been in operation in India for at least 5 years as on date of bid submission.	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of Memorandum and Articles of Association/ Partnership Deed to be submitted along with GST registration certificate.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

2	The Service Provider to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners has not participated in the bid process.	Self-certified letter signed by authorized official of the Service Provider to be submitted.
3	The Net Worth of the service providers should not be negative on 31/03/2023 and should not have eroded by more than 30% (thirty percent) in the last three financial years (i.e. F.Y.2020-21, F.Y.2021-22, F.Y.2022-23) ending on 31/03/2023.	Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.
4	The net worth of the Service Provider or its 100% subsidiary should be at least Rs.100 Crores for the previous three financial years i.e. FY 2022-23, FY 2021-22 and FY 2020-21.	Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.
5	The Bidder should have an average Business Turnover of at least Rs.100 Crores for the previous three financial years i.e. FY 2022-23, FY 2021-22 and FY 2020-21.	Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.
6	The Service Provider should not have been blacklisted/ debarred by the Central Government/State Governments / Semi-Government departments / Regulatory Authorities / Financial Institutions/ Banks/ Public Sector Undertakings in India and overseas.	Service Provider required to disclose as per Annexure –II.
7	Service Provider should not be insolvent, in receivership, Bankrupt, or being wound up.	Self-Declaration on Service Provider's Letterhead signed by the authorized signatory.
8	Service Provider should have experience of successfully undertaken cash handling service for Public/Private Sector Scheduled Banks for last 3 years. Presently they must have minimum 2 PSU/private sector Banks having branch network of more than 1000 branches pan India	1. Work order copies issued by the Organisations/Banks. 2. Certificate/Letter stating about the performance of the CCHS being provided by Organisations/Banks

EOI for Empanelment of Service Provider(s) for Corporate Cash Handling Services-cash collection & delivery.



Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

	and providing cash handling service at least in 2 (two) States/ Union Territories	
9	The service provider should have an online system to inform/communicate to Bank's Zonal Monitoring Cell/ Currency Chests/ Designated branches of the Bank and the Corporates regarding the cash Picked up/delivered.	Self-Declaration on Service Provider's Letterhead signed by the authorized signatory.
10	The service provider should have an alert notification system to send alerts to the Bank's controlling offices and the Corporates of the Bank regarding Cash Pick-ups & deposits.	Self-Declaration on Service Provider's Letterhead signed by the authorized signatory.
11	The service provider should have an ability to connect to the Bank through a web service or through a SFTP If required by the Bank for providing data and Images pertaining to cash collection/delivery	Self-Declaration on Service Provider's Letterhead signed by the authorized signatory.
12	The Service Provider must provide cash counting and verification of fake notes at the pick-up point of the Corporate.	Self-Declaration on Service Provider's Letterhead signed by the authorized signatory.
13	The Service Provider must provide cash pickup at least at 300 locations.	Confirmation certificate from Service Provider.
14	The service provider should have minimum fleet size of 300 specifically fabricated cash vans (owned / leased).	Confirmation certificate from Service Provider.

Indian Bank shall not provide related infrastructure or manpower for completion of the services to be rendered to Indian Bank.

## 6. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the EOI without assigning any reasons thereof. Also, the bank reserves rights to revise the EOI, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the EOI process, and without re-issuing the EOI. Each party shall be entirely responsible for its own costs and expenses that are incurred in the EOI process, including presentations, demos and any other meetings.



## 7. Liabilities of the Bank

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

## 8. Bid and Proposal Ownership

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

## 9. Bid Pricing Information

By submitting a signed quote for cash collection & delivery (Annexure IX), the Bidder certifies that:

- (a) The Bidder has arrived at the prices in its bid without agreement with any other bidder of this EOI for the purpose of restricting competition; and
- (b) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this EOI; and

No attempt, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred

## 10. Fixing of Cash Collection & Delivery pricing

The Bank will review the quotations as per Annexure IX that have been received from Service Providers shortlisted for empanelment. The Bank reserves the right to discuss and negotiate the pricing where it believes that the same is not competitive. Based on price quoted in the Annexure IX and subsequent discussions, if any, the Bank will fix the pricing for each slab. The Bank reserves the right to modify the slabs, if required for adopting the best practises for the market.

The pricing as fixed above, will be used for regular business operations will be valid for three years from the date of fixing. The Bank will try to ensure a balance in distribution of its business to all empanelled service providers based on their relative strength. Accordingly, for Cash Collection & Delivery the empanelled service providers will be ranked based on the following technical factors:

1. Number of locations covered in the state(s) of operation of the FGMO.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

2. Technical capacity of the service provider (Based on the Annexure VI – Details of Service Provider (Bidder))
3. Infrastructure facilities of the service providers
4. Any other factors as per the Bank's requirement.

Three Service Providers will be empanelled for the business of each Indian Bank (FGMO). The Bank reserves the right to reduce the number of empanelled Service Providers for Indian Bank (FGMO).

IB Office (FGMO)	States/ UT Covered	Service Provider 1	Service Provider 2	Service Provider 3
ALLAHABAD	Uttar Pradesh			
CHENNAI	Andaman & Nicobar Islands			
	Tamil Nadu			
	Puducherry			
HYDERABAD	Andhra Pradesh			
	Telangana			
	Puducherry ( <b>Yenam</b> )			
GUWAHATI	Arunachal Pradesh			
	Assam			
	Manipur			
	Meghalaya			
	Mizoram			
	Nagaland			
	Sikkim			
	Tripura			
PATNA	West Bengal			
	Jharkhand			
CHANDIGARH	Bihar			
	Chandigarh			
	Haryana			
	Himachal Pradesh			
	Jammu & Kashmir			
BHUBANESHWAR	Punjab			
	Chhattisgarh			
	Madhya Pradesh			
MUMBAI	Odisha			
	Dadra And Nagar Haveli And Daman And Diu			
	Goa			

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

	Gujarat			
	Maharashtra			
DELHI	Haryana			
	NCT of Delhi			
	Rajasthan			
KOLKATA	West Bengal			
MEERUT	Uttarakhand			
	Uttar Pradesh			
COIMBATORE	Tamil Nadu			
LUKNOW	Uttar Pradesh			
BENGALURU	Karnataka			
	Kerala			
	Puducherry ( <b>Mahe</b> )			
Others	Ladakh			
	Lakshadweep			

The Detailed Ranking table is in Annexure - X

The Bank reserves the right to negotiate special pricing from time to time with all its empanelled service providers (not just those shortlisted for the FGMO) for specific opportunities as per its internal criteria. This special pricing will be applicable only to the specific opportunity for which it has been negotiated. The Bank may use one or more of the empanelled Service Providers for such opportunities.

## SECTION – III

### CONDITIONS OF CONTRACT

Broad Scope of Work – Corporate Cash Handling Service(CCHS)- Cash Collection & Delivery

#### 1. Scope of Work

CMS vertical aims to provide comprehensive cash-flow management services across receivables, payables and liquidity to Corporates and government departments. Corporate Cash Handling Services (CCHS) are a key component of Cash Management for the physical payment rails that are required by many corporates for their collections & payments on a Pan-India basis. Bank intends to empanel service providers for providing cash collection services.

#### The detailed scope of work for the following core service

##### Cash Collection & Cash Delivery

- The Service provider should have at least net worth of Rs.100 crores as on 31.03.2023.
- The Service Provider should be able to cover at least 300 locations.
- The Service provider should own/lease minimum fleet size of 300 specifically fabricated Light Commercial Vehicles (LCV) with separate passenger and cash compartments, with CCTV camera with DVR with 30 days' backup footage covering both compartments.
- The passenger compartment should accommodate two custodians and two armed security guards besides the driver. Cash Van must always be escorted by two trained armed security guard on board. More than two armed security guard may be deputed on a cash van depending on the amount of cash carried and as per individual company's insurance guidelines/ client contract/terrain of operation.
- No cash van should move without armed guards. The gunmen must carry their weapons in functional condition along with valid gun licenses. The Service Provider or its first level subcontractor should also furnish the list of its employed gunmen to the police authorities concerned.
- 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.
- 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. For security, additional regulations / guidelines as prescribed by

the Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.

- Night movement of cash vans should be discouraged. All cash movements should be carried out during daylight. 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.
- All Licensed Private Security Agencies involved in cash pickup/delivery will ensure that no cash van should carry more than 5 Crores per trip.
- 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.
- It is the responsibility of the service provider to provide the necessary training for the agent who is responsible to handle cash collection or delivery with utmost responsibility. Certification may be carried out through the Self-Regulatory Organization or other designated agencies if they are duly certified through an accreditation process.
- The staff associated with cash handling should be adequately trained and duly certified through an accreditation process. Certification may be carried out through the Self-Regulatory Organization or other designated agencies.
- 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.
- Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitored around the clock. The technical specifications of the vault should not be inferior to the minimum standards for chests prescribed by the Reserve Bank of India.
- All fire safety gadgets should be available and working in the vault, which should also be equipped with other standard security systems such as live CCTV monitoring with recording for at least 90 days, an emergency alarm, a burglar alarm, a hotline with the nearest police station, lighting power backup, and interlocking vault entry doors.
- Vault location used for cash handling operations should be located to ensure safety of operations. This may include areas closer to bank's cash withdrawal centres or police stations. Secluded areas with poor connectivity should be avoided.
- Vault location should be sufficiently sized to include 2 physically independent areas. One for general office purpose and other for secured cash processing/ handling. This

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

zone should accommodate space for cash deposit, collection, sorting, counting and delivery/dispatch cash on secured vehicles.

- Design of Cash vault must comply with the following RBI norms:
  1. In smaller cities with limited overnight vaulting requirements of less than Rs10 crores, a strong room with defender safes is necessary
  2. At operation centres with overnight vaulting requirements between Rs 10-Rs100 Crores, vaulting facility should be created as per RBI C Class vault norms
  3. At large operation centres with overnight vaulting requirements of greater than Rs 100 Crores, vaulting facility may be suitably enhanced in consultation with concerned banks
  4. All overnight vaulting facilities should have provision to store currency of multiple banks in separate and exclusive bins
- 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.
- The Service Provider must have the ability to connect to the bank through a web service or through a SFTP, if required by the bank for providing data and images pertaining to cash collection/delivery.
- The Service Provider should have an online system to inform/ communicate to the Bank's Currency Chest(s)/ designated branches/ CMS Operations Hub of the Bank regarding pickup/ delivery.
- The Service Provider shall perform the services in a consistently competent and professional manner with high standard of work competence.
- The Service Provider is required to provide the following facilities of cash pickup, if the corporate requests:
  - 1) Sunday Pick Ups
  - 2) Holiday Pick Ups
  - 3) Two / Multiple Pick Ups in a Day
  - 4) On Call Basis
  - 5) Extra Cash Pick Ups (i.e., more than the stipulated limit)
- The Service Provider should have an alert notification system to send alerts to the Bank's controlling offices and the corporates of the Bank regarding Cash Pick-ups & deposits.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

- The Service Provider must have ability to create deposit data from the QR codes generated by the depositor.
- Cash to be picked on a sealed bag process as well as on Cash Verification (Counting and Fake Note Detection) process.
- The Bank may require service provider for counting of the notes as well as detection of fake notes at Corporate's premises. It will be the service provider's responsibility to arrange for all the required infrastructure notes counting and fake note detection machines etc. at Corporate 's premises on its own responsibility.
- All the cash picked up will be deposited at the designated branch/ currency chest of the Bank or as directed by the Bank. The Bank may designate multiple branches at a location for depositing cash picked-up from Corporate s. There will be no additional charges payable if such arrangements are made. It will be Bank's discretion to designate branches/ currency chest for deposit of Cash Collected from the Corporate.
- The Service provider is required to keep the cash collected from the corporates at their safe deposit vault with all the necessary infrastructure and deposit the same the next day. In the event of no vault location, the cash collected needs to be deposited on the same day.
- The cash picked up shall be deposited during working hours of the Bank. In exceptional/ unforeseen circumstance/s when cash cannot be deposited during the working hours, the Service Provider will ensure to deposit the cash picked up at the nearest branch of the Bank in consultation with the concerned Zonal/ Regional Office/ Branch of the Bank. The Service Provider shall be required to provide reconciled MIS in the required format by EOD on the date of cash pick-up/ delivery.
- The Service Provider must have the ability to work with the Bank's file formats for processing. It must be able to provide the data and images in the file formats shared by the Bank. The file format may be changed time to time without any addition cost involved to bank.
- The cash collection MIS may be integrated with the ERP of the Corporate for an automated update and reconciliation of receivables.

The service provider must do cash pickup and delivery as per RBI & MHA guidelines at all the locations/ centres/ cities specified by Currency Cycle Association (CCA) time to time.

#### 1) Period of Validity of EOI

EOI should remain valid for 180 days after the last date for submission of EOI prescribed by the Bank. A EOI valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of EOI validity period, if required.

## 2) Authorization to Bid

Responses submitted by a Bidder/ Service provider to this EOI (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder/ Service provider must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney/ authority letter authorizing the signatory to sign the bid.

## 3) Change Orders

The Bank may at any time, by a written order given to the Service provider make changes within the general scope of the Contract in any one or more of the following:

- a. the place of delivery; and / or
- b. the Services to be provided by the Supplier;

If any such change causes substantial increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Bank's change order.

## 4) Contract Period

The contract period will be valid up to a **period of three years**. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms.

## 5) Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English

## 6) Insurance

- The cash vaults of service provider should be adequately and comprehensively insured for at least Rs 10 crores (Rupees Ten crores) against all risks.
- The Service Provider shall be fully responsible for taking fidelity insurance for at least Rs 5 crores (Rupees Five crores) at its own cost.
- The Service Provider shall maintain at its own costs, throughout the tenure of the Agreement and any extensions thereof, insurance coverage for adequate amount in



Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

consultation with Indian Bank, including but not restricted to, Comprehensive General Liability Insurance covering accidental losses, bodily harm, injury and death of individuals employed/assigned by Service Provider to perform the services as required.

- Indian Bank shall have no liability whatsoever for any loss or injury to individual assigned to perform the Corporate Cash Handling Services (CCHS).
- Any monetary loss during transit/storage is to be made good to the Bank by the Service Provider immediately within 24 hours and shall not be linked it to insurance claim.

In case where comprehensive insurance covers are not provided by the service providers, the Bank may take insurance policy specifically assigned to it.

## 7) Jurisdiction and Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc. will be the sole responsibility of the supplier/ service provider at their cost.

## 8) Email id for communication

Necessary documents should be delivered at following email id:  
[cmsvertical@indianbank.co.in](mailto:cmsvertical@indianbank.co.in)

## 9) Bank's right to accept or reject any bid or all bids

- The Bank reserves the right to accept or reject any bid/ all bids or annul the bidding process at any time before awarding the contract, without incurring any liability to the affected Service Provider or Service Providers.
- Bank reserves the right to modify the terms and conditions of this EOI duly informing the same before the due date of submission of bids & publishing the same on Bank Website & e- procurement portal.

## 10) Acceptance of Service Order

Acceptance of service order should be submitted within 15 days of issuance of service order along with authorization letter. If for any reason empanelled service provider(s) backs out after issuance of service order or the service order issued to the empanelled service provider(s) does not get executed in part / full, Bank may blacklist the service provider for a period of one year.

## 11) Signing of Contract Form, NDA and SLA

Within thirty (30) days from the date of issuance of letter for empanelment, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-V) and Service Level Agreement and return it to the Bank. Pre-Contract Integrity Pact (Annexure-IV) executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

## 12) Confidentiality

The Service Provider will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Service Provider / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Service Provider provided data / information. **After termination of the contract also the empanelled service provider shall not divulge any data/ information collected from the Bank during the project.**

The empanelled service provider will have to enter into a Non-Disclosure agreement (Annexure-V) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The empanelled service provider and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

The empanelled service provider and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the empanelled service provider under this contract or existing at any Bank location. The empanelled service provider shall develop procedures and controls and ensure that its IT hardware is cleared of all Bank data and sensitive application software before it is reassigned, removed for repair, replaced, or upgraded. The empanelled service provider shall also ensure that all its permitted contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the empanelled Service Provider under this contract or existing at any Bank location.

After handing over the cash picked up from the site of the Bank client, the service provider shall handover the complete data dump to Indian Bank. The service provider must follow the regulatory and Bank's guidelines for data retention and must 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. as per the agreement with

the Bank. The service provider shall provide periodic to this effect to Indian Bank. Breach of security and leakage of confidential customer related information will attract suitable penalty as decided by the Bank

### 13) PRE-CONTRACT INTEGRITY PACT

Bidders shall submit Pre-Contract Integrity Pact (IP) along with the technical bid as per Annexure-IV of the EOI. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

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

#### Adoption of Pre-Contract Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-IV. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.

The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under

- |   |
|---|
| <p>1. Shri. Girraj Prasad Gupta, ICAS (Retd.)<br/>Email: <a href="mailto:gpgupta1804@gmail.com">gpgupta1804@gmail.com</a></p> <p>2. Shri. Arun Kumar Sharma<br/>Email: <a href="mailto:sharmaak6@gmail.com">sharmaak6@gmail.com</a></p> |
|---|

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

#### 14) Terms and Conditions

##### Cash Collection & Cash Delivery

- The Service Provider must indicate whether or not they have any actual or potential conflicts of interest related to contracting services with Indian Bank.
- The Service Provider must provide acknowledgement to the corporate and have the ability to capture basic data of the deposit slips, if required at the pick-up point.
- The Service Provider must ensure that the corporates are able to identify the agent appointed by them by providing valid proof of identity. This could be through scratch cards, OTP service etc. as agreed with the service provider.
- The manpower/agents/drivers/ armed guards should be on the regular payroll of the service provider or on the payroll of the service provider's coordinator.
- The drivers should be in possession of a valid driving license. The armed guards must be in possession of a licensed 12 -Bore DBBL gun. The service provider should guarantee that the antecedents of all staff/crew deployed for CCHS have been verified by the police authorities and that they are in possession of valid licensed weapons and driving licenses.
- Capability to review and monitor security practices and control processes on a regular basis and inform the bank for onward notification to the RBI in the event of any breach of security or leakage of confidential customer related information. In the event of any eventuality, the service provider shall be liable for any damage.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

- The bidder should have the capability to ensure the preservation and protection of security and confidentiality of customer information in the custody or possession of the bidder, and the data should be stored in such a manner that the inquiry and report generation should be simple and quick.
- The Service Provider must have business continuity plan with a robust framework for documenting, maintaining and testing business continuity and disaster recovery procedures and also considering occasional joint testing and recovery exercises with the Bank.
- All the staff and crew deployed on the CCHS should preferably be in uniform while on duty and must be issued with Company Identity Cards duly authenticated by the Executive or Officer of the company. The staff or crew should not be changed without prior intimation or permission. The service provider will, at its sole discretion, risk and responsibility, employ on its rolls such number of personnel and provide them with the requisite training to the best satisfaction of bank and depute a sufficient number of personnel or executives to carry out the services undertaken by the service provider.
- The Service Provider should provide complete details of the hardware and software being utilized, as well as details of the security setup of their system.
- The Service Provider must be flexible in its pricing based on the specific opportunities from time to time for supporting the Bank in growing its business
- In the case of the cash verification process with counting and fake note detection, the liability of cash shortage or fake notes will be of the Service Provider once it has accepted the cash from the Corporate.
- The Service Provider undertakes to abide by the rules of the Bank and RBI for handling of fake and mutilated notes.
- In case of cash counting at Corporate 's premises, the onus for cash shortage will be on the Service Provider.
- In the case of the sealed bag process, the Service Provider shall be liable for cash shortages in the loose notes picked up and for the number of note bundles collected.
- Cut / Mutilated notes shall not be collected under this scheme as the same has to be remitted / exchanged at the Bank Counter as per Reserve Bank of India guidelines. The Service provider ensures the quality and quantity of cash collected from the corporates.
- The Service Provider, when holding cash overnight in their custody, shall inform the Bank and hold the cash safe in their vault under force majeure conditions, including industrial disputes, and the same is to be remitted to the bank the next working day.
- The Bank reserves the right to verify the cash picked up from the Corporate and held by the Service Provider in its vaults at any time without giving any notice.
- The Service Provider must ensure that the cash is deposited with the Bank on the same day during banking hours in case the same cannot be transported and kept in the Service Provider's vaults.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

- The Service Provider shall take all appropriate actions to comply with data protection obligations including, without limitation, the adoption of appropriate technical and organizational methods to ensure that computer and information systems are safeguarded against accidental destruction, loss, technical malfunction, falsification, theft, unlawful use, unauthorized modification, copying of improper access or any other unauthorized activity and immediately inform the Bank on the occurrence of any such security incident.
- If the information or details furnished are proved false subsequently and come to the attention of the bank at a future date, the empanelment of such a firm shall be terminated on the spot.
- The Service Provider shall report to the CMS Hub of any un-toward incidents in the course of providing services under this agreement.
- In instances where the Service Provider acts as an outsourcing agent for multiple banks, care shall be taken to build strong safeguards so that there is no co-mingling of information, documents, records, or assets. The Service Provider shall provide for the isolation of the bank's information. The Service Provider shall isolate and clearly identify the bank's Corporate information, documents, records, and assets to protect the confidentiality of the information.
- The Service Provider or its employees or representatives shall not use the name and/or trademark or logo of the bank in any sales or marketing publication or advertisement or in any other manner without the prior written consent of the Bank.
- The service provider ensures to hand over the cash to the corporates only on Day 1 after receiving the notification from CMS Hub for cash delivery on Day 0.
- It is the responsibility of the service provider to verify the representative of the Corporate for cash delivery.
- The Service Provider ensures that it receives the original instrument or acknowledgement from the representative of the Corporate and delivers the cash in return.
- The Service Provider will be responsible for delivering the original instrument/ acknowledgement to the designated branch.
- The Service Provider is required to provide the delivery report along with the acknowledgement to CMS Hub on Day 1 evening.
- The Service Provider must maintain IT infrastructure as may be required by the Bank IT.
- The Service Provider must have the infrastructure for ensuring communication with the Bank and between all its locations using digital signatures.
- The Service Provider should have an adequate Disaster Recovery cell to allow for unhindered processes.
- The fees will be paid monthly within 30 days from the date of receipt of the invoice from the Service provider subject to its verification and acceptance by the Bank.



- The amount of Cash pick-up for determining service charges will be calculated by dividing the total amount of cash picked up from the pick-up points during the month by the total number of pick-ups made by the service provider.
- The Service Provider should regularly provide updates to the Bank with respect to the provision of the services and shall meet with the personnel designated by the Bank to discuss and review its performance at such intervals as may be agreed.
- The Service Provider is not authorized to disclose to anyone other than Indian Bank the information/ data relating to the number of applications or corporate details thereof, received or entered in the computer system, in any manner whatsoever.
- The Service Provider shall take all appropriate actions to comply with data protection obligations, including, without limitation, the adoption of appropriate technical and organizational methods to ensure that computer and information systems are safeguarded against accidental destruction, loss, technical malfunction, falsification, theft, unlawful use, and unauthorized modification. copying of improper access or any other unauthorized activity and immediately inform the Bank on the occurrence of any such security incident.

#### 15) Indemnity Clause

If, at the time of providing the services stipulated herein or subsequently it appears at any point of time that an infringement has occurred of any right claimed by any third party in India or abroad by the empanelled service provider, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the empanelled service provider shall indemnify the Bank and its directors/ officers/ employees and keep indemnified on that behalf.

#### 16) Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

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



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

**17) Coverage of Empanelled Service Provider under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952**

The empanelled service provider must submit necessary details of all the outsourced employees for any type of services engaged either through service providers or directly whenever required by the Bank. If engaged through service providers, list of all the service providers engaged for any/all services and whether the said service providers are covered independently under the EPF & MP Act 1952 is to be submitted on the Bank's request. The agreement of contracts with the service providers, the PF code number of the service providers, if covered, the attendance of the contract employees, the remitted PF challan with the Electronic Challan cum Return (ECR) should be submitted on the Bank's request.

**18) Force Majeure**

For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the empanelled service provider and not involving the empanelled service provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

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

If the impossibility of complete or partial performance of an obligation lasts for more than 3 (three) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate the agreement.

**19) Negligence**

If the empanelled service provider neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given in writing by the Bank in connection with the work or contravenes the provisions of other terms, in such

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

eventuality, the Bank may after giving notice in writing to the empanelled bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the contract holding the empanel service provider liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the empanelled service provider.

## 20) Inspections

The Bank or its representative(s), RBI or any of the Statutory bodies, shall have the right to visit and /or inspect any of the empanelled service provider's premises to ensure that services provided to the Bank is secured and confirm to requisite specifications. The Bank shall notify the empanelled service provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The empanelled service provider shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/ regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the empanelled service provider, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the empanelled service provider related to this agreement and cause inspection.

## 21) Jurisdiction & Governing Laws

Any dispute arising out of the contract between the Bank and empanelled service provider will be under the jurisdiction of Courts of Law in Chennai and shall be governed by laws of India.

## 22) No Right to Set Off

In case the empanelled service provider has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under the agreement to the said empanelled service provider for any payments receivable under and in accordance with that business

## 23) Publicity

Any publicity by the empanelled service provider in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

## 24) Conflict of Interest

The Bidder shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the services / empanelment as soon as practical after it becomes aware of that conflict.

## 25) Relationship between parties

The relationship between the Bank and empanelled service provider shall be on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and empanelled service provider hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

Empanelled Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the empanelled service provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the empanelled service provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the empanelled service provider shall be paid by the empanelled service provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the empanelled service provider's employees, agents, contractors, subcontractors etc. The empanelled service provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of empanelled service provider's employees, agents, contractors, subcontractors etc.

## 26) Exit Requirements

In the event, the Agreement between the Bank and the Successful bidder comes to an end on account of termination or by the expiry of the term / renewed term or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

## 27) Termination for Convenience

The Bank, by 90 days' written notice sent to the empanelled service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank's convenience, the extent to which the performance of the empanelled service provider under the Contract is terminated, and the date upon which such termination becomes effective.

## 28) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 90 days' written notice of default sent to the empanelled service provider, may terminate this Contract in whole or in part:

- a. if the empanelled service provider fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Bank;
- b. if the empanelled service provider fails to perform any other obligation(s) under the Contract.
- c. If the empanelled service provider, in the judgement of the Bank, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of empanelled service provider revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:

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

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

In the event the Bank terminates the Contract in whole or in part, the Bank may procure the Goods or Services similar to those unfulfilled, upon such terms and in such manner as it deems appropriate, and the empanelled service provider shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services.

However, the empanelled service provider shall continue performance of the Contract to the extent not terminated.

## 29) Termination for Insolvency

If the empanelled service provider becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the empanelled service provider is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over in part of its undertaking or assets, or if the empanelled service provider takes or suffers any other analogous action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the empanelled service provider.

## 30) Taxes and Duties

The empanelled service provider shall be liable to pay all taxes that shall be levied against it, in accordance with the laws applicable from time to time in India.

## 31) Compliance with Statutory and Regulatory Provisions

The successful bidders shall comply with all statutory and Regulatory provisions while executing the contract awarded by Bank.

## 32) Service Level Agreement (SLA)

The supplier shall be required to sign service Level Agreement (SLA) covering all terms and conditions of this EOI within 30 days from the date of issuing the letter for empanelment.

## 33) Severability

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

## 34) Other Terms and Conditions

- The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

- Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.

### 35) Rejection of Bids

The Bank reserves the right to reject the Bid if,

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned above including non-payment of the bid cost if any.
- ii. The bid is incomplete as per the EOI requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the EOI and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/fake/false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information / clarification sought by the bank for evaluation of bid.

The Bank shall be under no obligation to accept any offer received in response to this EOI and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how Proposals will be interpreted by the Bank, the format

in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this EOI.

Any clarifications to the EOI should be sought by email as per the dates mentioned in “**Schedule [A] Important Dates**”. Bank will hold a pre-bid meeting, to answer all the questions / queries received by email which would also be uploaded on bank’s website & e- procurement portal. Proposals received by the Bank after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

In case of any change in timeline, the same shall be updated on the Bank’s website & e- procurement portal and shall be applicable uniformly to all bidders.

### 36) Representation and Warranties

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the EOI and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the EOI.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
  - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
  - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.



- vi. That all conditions precedent under the Contract has been complied by the bidder.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
  - a) will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
  - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject, or
  - c) Will violate any provision of the Memorandum or Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been/ shall be made.
- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal or beneficial title, or other interest in the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder



is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required by the bidder to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.

- xii. Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

### 37) Relationship of Parties

- i. Nothing in the Contract shall constitute any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank and Bidder and /or its employees.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/EOI shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.
- v. Supplier/Vendor has to take an undertaking from their employees connected with the contract/EOI/solution to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor, Vendor should be agreeable for any such undertaking/verification.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

- vi. The Successful Bidder shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- vii. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Bid/ Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

### 38) Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

### 39) Notices and Other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email. (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

## **SECTION-IV**

### **INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

#### **1. GENERAL**

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

#### **2. INSTRUCTIONS**

##### **2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.com/INDBANK> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of power & internet connectivity (due to any reason whatsoever it may be) at bidder end either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in **point no. 5 of Schedule [A]**. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## 2.2. REGISTRATION

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

The following steps are to be followed during the registration process

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

Support required if any for online bid submission through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

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

### Support Desk Contact Details

M/s. Antares Systems Limited

#137/3, Honganasu, Kengeri,

Bangalore Mysore Road, Opposite KMS Coach Builders, Bangalore– 560060.

Support Contact No. 080-40482100, 9731967722, 8951944383

Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)

## 2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents
- d. EOI including Addendum/s & corrigendum/s if any

EOI for Empanelment of Service Provider(s) for Corporate Cash Handling Services-cash collection & delivery.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

- e. Any other information sought by the Bank with relevant to this tender

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

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

## 2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files. Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

## 2.5. OTHER INSTRUCTIONS

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

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

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

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

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

(LIST OF ANNEXURES)

**ANNEXURE-I**

**Bid Form**

*(Service Providers are required to furnish the Bid Form on its letter head)*

Date: \_\_\_\_\_

To

The Deputy General Manager,  
Indian Bank, Corporate Office,  
CMS Vertical,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai-600014

**Sub: Expression of Interest for empanelment of service provider(s) for Corporate Cash Handling Services (CCHS)-Cash Collection & Delivery.**

**Ref: EOI No. CO:CMS/CCHS/EOI/01/2023-24 dated 16/09/2023**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

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

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

Dated this .....day of ..... 2023

Signature .....

.....  
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Service Provider)

.....  
.....  
.....

Mobile:

Email



Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

**ANNEXURE-II**

**Self-Declaration – Blacklisting**

Deputy General Manager,  
Indian Bank, Corporate Office,  
CMS Vertical,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai-600014.

Dear Sir,

**Sub: Expression of Interest for empanelment of service provider(s) for Corporate Cash Handling Services (CCHS)-Cash Collection & Delivery.**

Ref: EOI No. CO:CMS/CCHS/ EOI/01/2023-24 dated 16/09/2023

We hereby certify that; we have not been blacklisted by any Government Dept. / PSUs / Banks/ PSBs / Financial Institutions currently.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

EOI for Empanelment of Service Provider(s) for Corporate Cash Handling Services-cash collection & delivery.

**ANNEXURE-III**

**Contract Form**

**(To be submitted on Non - Judicial Stamp Paper)**

**THIS AGREEMENT** made the .....day of.....2023 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter “the Bank”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and ..... (Name of Supplier) having its Registered Office at ..... (City and Country of Service Provider) (hereinafter called “the Service Provider”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

**WHEREAS** the Bank invited bids vide EOI No. .... for certain services viz., ..... (Brief Description of Goods and Services) and has accepted a bid by the Service Provider for the provision of those goods and services in the sum for ..... (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the rate card submitted by the Service Provider;
  - (b) the Details of Service Provider(s);
  - (c) the Conditions of Contract;
  - (d) the Bank’s Notification of Award/Purchase Order.
  - (e) the EOI including Addendum/s & corrigendum/s.
3. In consideration of the payments to be made by the Bank to the Service Provider as hereinafter mentioned, the Service provider hereby covenants with the Bank to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

---

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the

said ..... (For Indian Bank)

in the presence of: .....

Signed, Sealed and Delivered by the

said ..... (For the supplier)

in the presence of: .....

#### ANNEXURE-IV

##### Pre-Contract Integrity Pact

(To be submitted on Non - Judicial Stamp Paper)

##### PRE-CONTRACT INTEGRITY PACT

Between

Indian Bank hereinafter referred to as “The Bank”

and

..... hereinafter referred to as “The Bidder/Service Provider”

##### Preamble

The Bank intends to empanel the service providers for providing corporate cash handling services – cash collection and cash delivery. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Service Provider(s).

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

##### **Section 1 – Commitments of the Bank**

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer (CVO) and in addition can initiate disciplinary actions.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

---

## Section 2 – Commitment of the Bidder(s)/ Service Provider(s)

1. The Bidder(s) / Service provider(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) / Service Provider(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s) / Service Provider(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) / Service Provider(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Service Provider(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder (s) / Service Provider(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Service provider (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Service provider(s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- e) The Bidder (s) / Service Provider(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

2. The Bidder (s) / Service Provider(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3– Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 – Compensation for Damages**

- 1) If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.
- 2) If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Bidder/Service Provider the liquidated damages equivalent to the amount of the contract value.

### **Section 5 – Previous Transgression**

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

exclusion prematurely.

#### **Section 6 – Equal treatment of all Bidders/ Service Providers**

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

#### **Section 7 – Criminal charges against violating Bidder(s) /Service Provider(s)**

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

#### **Section 8 – Independent External Monitor / Monitors**

- 1) The Bank appoints a competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Service Providers as confidential. He reports to the Authority designated by the Bank.
- 3) The Bidder(s)/Service Provider(s) accepts that the Monitor has the right to access without restriction all Project documentation of the Bank including that provided by the Bidder(s)/Service Provider(s). The Bidder(s)/Service Provider(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Service Provider(s) with confidentiality.
- 4) The Bank will provide to the Monitor sufficient information about all meetings among



the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Service Provider. The parties offer to the Monitor the option to participate in such meetings.

- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word 'Monitor' would include both singular and plural.

#### **Section 9 – Pact Duration**

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

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

#### **Section 10 – Examination of Books of Accounts**

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

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

### Section 11 – Other provisions

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

The parties hereby sign this Pre-Contract Integrity Pact at .....on  
.....

\_\_\_\_\_  
(For & On behalf of the Bank )  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1:

Witness 1:

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

Witness 2:

(Name & Address) \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

**ANNEXURE-V**

**Non-Disclosure Agreement**

**THIS AGREEMENT** made and entered into at .....on this the .....day of.....2023 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

**AND**

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

**WITNESSETH:**

**WHEREAS**

The Bank is inter-alia engaged in the business of banking and intends to empanel Service Provider(s) for Corporate Cash Handling Services (CCHS)-cash collection & delivery.

M/s..... Limited has been engaged in the business of providing the services for cash collection & delivery.

The parties have entered into agreement dated \_\_\_\_\_ for providing the services for cash collection & delivery. (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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

**1. Confidential information**

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or services thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.

## 2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

## 3. Exemptions

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

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented.

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

#### 4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or services thereof.

Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

#### 5. Title and Proprietary rights

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

#### 6. Return of confidential information

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

## 7. Remedies

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

## 8. Entire agreement

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

## 9. Severability

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

## 10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

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

## 11. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

## 12. Indemnity clause

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

## 13. Governing laws



Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

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

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

BANK .....

M/s .....

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

## ANNEXURE-VI

### Details of Bidder/ Service Provider

Date:

The Deputy General Manager  
Indian Bank, Corporate Office,  
CMS Vertical,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai-600014.

Dear Sirs,

**Sub: Expression of Interest for empanelment of service provider(s) for Corporate Cash Handling Services (CCHS)-Cash Collection & Delivery.**

**Ref: Your EOI No. CO:CMS/CCHS/ EOI/01/2023-24 dated 16/09/2023**

\*\*\*\*\*

Referring to your above EOI, we submit the following details for Corporate Cash Handling Services (CCHS) given below:

S. No	Particulars	Detail of Service Provider
1	Name of organization	
	Name of the person authorized	
2	Office Address with Phone, Fax Nos., e-mail address and Website	
3	Year of Establishment	
4	Number of years in business of CCHS (as on 31.03.2023)	
5	Status of the Firm(Whether Pvt. Ltd, Company/Public Ltd. Co./Firm/Proprietor etc.)	
6	Name & address along-with Telephone No. and e-mail address of Directors/Partners/Proprietor.	
7	Name and address of Bankers along with Telephone No. and e-mail address.	

EOI for Empanelment of Service Provider(s) for Corporate Cash Handling Services-cash collection & delivery.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

8	Income of last three years from CCHS - (Statuary auditor certificate enclosed) along with Auditor's Name, address, telephone no and e-mail address	(The audited financial statements should be enclosed)
	<b>Financial Year</b>	<b>Amount in Lakhs</b>
	FY 2020-2021	
	FY 2021-2022	
	FY 2022-2023	
9	Profit making for last three years (Audited P&L A/c and Balance Sheet to be enclosed) along with Auditor's Name, address, telephone no. and e-mail address	(The audited financial statements should be enclosed)
	<b>Financial Year</b>	<b>Amount in Lakhs</b>
	FY 2020-2021	
	FY 2021-2022	
	FY 2022-2023	
10	Net worth of Service Provider as on 31/03/2023 certified by statutory auditor	
11	Turnover of the Service Provider for the previous three financial years	
	<b>Financial Year</b>	<b>Amount in Lakhs</b>
	FY 2020-2021	
	FY 2021-2022	
	FY 2022-2023	
12	Total number of staff on the roll of the company as on date (31.03.2023)	
	Out of which No. of Armed Guards/ Gun Man	
	Out of which no. of Drivers	
	Out of which no. of Cashiers/ Tellers	
	Out of which no. of administrative staff	
	Out of which no. of other staff	

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

13	Total number of staff not on the roll of company(i.e. hired from 3 <sup>rd</sup> parties) as on 31.03.2023	
14	Total no. of fabricated Light Commercial Vehicles (LCV) ( Own/ Lease)	
15	No. of owned vehicles out of Point No 16	
16	No of leased vehicles out of Point No 16	
17	Out of total no. of fabricated Light Commercial Vehicles (LCV) ( Own/ Lease), how many enabled with GPS enabled?	
18	No. of locations covered as on 31.03.2023	
19	In how many PSU/private sector Banks having branch network of more than 1000 branches pan India, the service provider implemented the CCHS in last 3 years <sup>#</sup>	
	Out of which, no. of state(s) covered for CCHS <sup>#</sup>	

<sup>#</sup>Work order issued by the Banks and Certificate/ letter stating the performance of CCHS being provided as per Annexure X.

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document.

We agree for the time frame for completion of activities as per your above bid.

We submit that we shall abide by your terms and conditions governing the quotation.

We submit that the details given above are true to the best of our knowledge.

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

**ANNEXURE-VII**

**CONFIRMATION CERTIFICATE**

I/We confirm that I/We

1. are a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and been in operation in India for at least 5 years as on date of bid submission.
2. shall not engage any of our subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners to participated in the bid.
3. are not insolvent, or subject to any insolvency proceeding or in receivership, or Bankrupt or at wound up stage.
4. have an online system to inform/communicate to Bank's Zonal Monitoring Cell/Currency Chests/Designated branches of the Bank and the Corporate regarding the cash Picked up/delivered.
5. have an alert notification system to send alerts to the Bank's controlling offices and the Corporate s of the Bank regarding Cash Pick-ups & deposits.
6. have an ability to connect to the Bank through a web service or through a SFTP If required by the Bank for providing data and Images pertaining to cash collection/delivery
7. have cash counting and verification of fake notes facility at the pick-up point of the Corporate.

Supporting Documents for the above confirmation have to be enclosed as per the same order.

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

EOI for Empanelment of Service Provider(s) for Corporate Cash Handling Services-cash collection & delivery.

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

**ANNEXURE-VIII**

**Pre-Bid Query Format**

(to be provided in MS-Excel format)

Ref: EOI No. CO:CMS/CCHS/ EOI/01/2023-24 dated 16/09/2023

Service Provider's Name:

Sl.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

### ANNEXURE – IX

Service Provider's Name: \_\_\_\_\_

#### QUOTE FOR CASH COLLECTION & DELIVERY

Range	Cash Carrying Slab (Rs)		As per RBI Guidelines		As per MHA Guidelines	
			Cash Pick up charges (Rs)	Charges pre cash delivery (Rs)	Cash Pick up charges (Rs)	Charges pre cash delivery (Rs)
R1	1	50,000				
R2	50,001	1,00,000				
R3	1,00,001	2,00,000				
R4	2,00,001	4,00,000				
R5	4,00,001	6,00,000				
R6	6,00,001	8,00,000				
R7	8,00,001	10,00,000				
R10	10,00,001	15,00,000				
R11	15,00,001	20,00,000				
R13	20,00,001	50,00,000				
R19	50,00,001	1,00,00,000				
R21	1,00,00,001	5,00,00,000				
R26	Excess Cash Pickup/Delivery Charges (rate @ Rs. /1000/-)					
R27	Beyond City Limit Pricing					
R28	Far Beyond City Limit Pricing					
R29	Cash Counting and Verification Charges					
R30	Cash Vaulting Charges					
R31	Cash Processing Charges					
R32	Cash Burial Charges					
R33	Coin Burial Charges					
R34	Special Pickups/Delivery					

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

EOI for Empanelment of Service Provider(s) for Corporate Cash Handling Services-cash collection & delivery.



Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

**ANNEXURE – X**  
**RANKING FORMAT**

Service Provider's Name: \_\_\_\_\_

IB Office (FGMO)	States/ UT Covered	No of Locations Covered	No of Vault in the state/ UT
ALLAHABAD	Uttar Pradesh		
CHENNAI	Andaman & Nicobar Islands		
	Tamil Nadu		
	Puducherry		
HYDERABAD	Andhra Pradesh		
	Telangana		
	Puducherry (Yenam)		
GUWAHATI	Arunachal Pradesh		
	Assam		
	Manipur		
	Meghalaya		
	Mizoram		
	Nagaland		
	Sikkim		
	Tripura		
	West Bengal		
PATNA	Jharkhand		
	Bihar		
CHANDIGARH	Chandigarh		
	Haryana		
	Himachal Pradesh		
	Jammu & Kashmir		
	Punjab		
BHUBANESHWAR	Chhattisgarh		
	Madhya Pradesh		
	Odisha		
MUMBAI	Dadra And Nagar Haveli And Daman And Diu		
	Goa		
	Gujarat		
	Maharashtra		

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

DELHI	Haryana		
	NCT of Delhi		
	Rajasthan		
KOLKATA	West Bengal		
MEERUT	Uttarakhand		
	Uttar Pradesh		
COIMBATORE	Tamil Nadu		
LUKNOW	Uttar Pradesh		
BENGALURU	Karnataka		
	Kerala		
	Puducherry (Mahe)		
Others	Ladakh		
	Lakshadweep		
<b>TOTAL</b>			

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

### Process for ranking preferred Service Provider(s) for allocation of business

The Bank will select a maximum of 3 preferred Service Providers for each of its FGMOs based on the geographical presence and the number of vaults of in the states within the jurisdiction of the FGMO. The Service Provider that has the largest network of locations will be ranked first and in case of a tie, the number of vaults will be considered for finalizing the ranking. This ranking process is illustrated below with an example for Bengaluru FGMO.

#### Ranking in Bengaluru FGMO

IB Office (FGMO)	States/ UT Covered	Service Provider A		Service Provider B		Service Provider C		Service Provider D	
		No of Locations	No of Vaults in the State/ UT	No of Locations Covered	No of Vaults in the state/ UT	No of Locations Covered	No of Vaults in the state/ UT	No of Locations Covered	No of Vaults in the state/ UT
Bengaluru	Karnataka	95	5	92	3	88	5	83	4
	Kerala	72	2	80	7	76	8	77	6
	Puducherry	83	8	88	5	86	7	80	10
<b>Total</b>		<b>250</b>	<b>15</b>	<b>260</b>	<b>15</b>	<b>250</b>	<b>20</b>	<b>240</b>	<b>20</b>

1. Service Provider B will be ranked 1 since provides coverage at maximum locations.
2. Service Provider C will be ranked 2 since it is tied with A on location coverage but has more vaults in the Bengaluru FGMO jurisdiction.
3. Service Provider A will be ranked 3.
4. The first right of refusal to the business of Bengaluru FGMO will be given to the Service Providers in the sequence – B, C and A.
5. If none of the preferred Service Providers are not able to provide service at some locations, then it may be offered to other empaneled Service Providers (D in this example).

Ref: CO:CMS/CCHS/EOI/01/2023-24

Date:16/09/2023

**ANNEXURE – XI**

**CERTIFICATE OF PERFORMANCE TO BE SUBMITTED ON THE  
CONCERNED BANK'S LETTER PAD**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s. \_\_\_\_\_ is providing  
cash pick-up /delivery services to us since: -

1.From \_\_\_\_\_ To \_\_\_\_\_

2.From \_\_\_\_\_ To \_\_\_\_\_

3.From \_\_\_\_\_ To \_\_\_\_\_

4.From \_\_\_\_\_ To \_\_\_\_\_

Their services are satisfactory.

This Certificate is issued to the Service Provider for bidding in EOI in Indian Bank.

(Name and Designation of the signing authority of the Bank)

(Only to be issued by Controlling Office under official seal)

Telephone No:

e-mail ID:

Place:

Date: