

REQUEST FOR PROPOSAL

For

ATM MANAGED SERVICES

On

CASH REPLENISHMENT

&

ALLIED SERVICES

Date: 01.02.2018

CANBANK COMPUTER SERVICES LIMITED

(Subsidiary of Canara Bank)

No.218, J P Royale, 1st Floor, 2nd Main, 14th Cross,

Sampige Road, Malleshwaram,

Bangalore - 560 003

Phone: 080 - 23469661 - 665

Fax : 080 - 23469667 - 668

ccsl@ccsl.co.in

TENDER FOR ATM CASH REPLENISHMENT AND ALLIED SERVICE

1	TENDER REFERENCE NO	RFP/ATM/02/2017-18
2	DATE OF TENDER DOCUMENT	01.02.2018
3	LAST DATE FOR SUBMITTING PRE-BID QUERIES	14.02.2018
4	DATE OF PRE BID MEETING	16.02.2018
5	LAST DATE FOR SUBMISSION OF TENDER	23.02.2018 - 3.00 pm.
6	DATE OF OPENING OF TECHNICAL BID	23.02.2018 - 3.30 pm
7	COST OF TENDER DOCUMENT	Rs.1000/- (one thousand) only
8	EARNEST MONEY DEPOSIT (EMD)	Rs.2.50 lakhs (two lakhs fifty thousands) only
9	DATE OF OPENING OF COMMERCIAL BID	Will be intimated to the Technically qualified bidder at a later date.
10	NO OF PAGES	70 Pages

ISSUED BY:

**EXECUTIVE VICE PRESIDENT
CANBANK COMPUTER SERVICE LIMITED
NO.218, J P ROYALE, 1st FLOOR
SAMPIGE ROAD, NEAR 14TH CROSS, 2ND MAIN
MALLESHWARAM
BANGALORE - 560 003**

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**CONTACT NO.
TEL : 080-23469661/2/4/5
FAX : 080-23469667
EMAIL : ccsl@ccsl.co.in**

This document can be downloaded from the URL:
<http://www.ccsl.co.in/ATMTender.html>

INTRODUCTION

CANBANK COMPUTER SERVICES LIMITED, (hereinafter referred to as “CCSL”) is a Company registered under the Companies Act 1956, (a subsidiary of Canara Bank) having its registered office at the No.218, J P Royale, First Floor, 2nd Main, 14th Cross, Sampige Road, Malleshwaram, Bangalore 560 003.

CCSL invites “**Request for Proposal**” (RFP) from the Bidders i.e. **Cash Replenishment Agencies** (hereinafter referred to as “CRA”) who can undertake the following activities (hereinafter referred to and as “SERVICES”) for the ATMs of CCSL’s and CCSL’s clients, as per the terms and conditions set out in this document.

This document is meant for the exclusive purpose of bidding as per the terms; conditions and requirements indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

1. OBJECTIVE

CCSL, as on date managing **510 ATMs** of Canara Bank in **37 Centres** and desires to entrust “**ATM Cash Replenishment and Allied Services**” to reputed Cash Replenishment agencies (CRA) for 20 months. The number of ATMs may vary during the contract period.

2. SCOPE OF THE SERVICES

- 2.1.** Cash Replenishment Services
- 2.2.** Consumable Replenishment Services
- 2.3.** Publicity Material replenishment services
- 2.4.** First Level Maintenance Services
- 2.5.** Co-ordination for Second Level Maintenance Services

Note: All associated reports (Soft and Hard copies) pertaining to the above activities needs to be submitted.

No contractual obligation whatsoever shall arise from this process unless and until a formal contract is signed by the duly authorized signatories of CCSL / CRAs

CCSL reserves the right to entrust the “Services” to one or more CRAs depending upon exigencies / requirements of CCSL and or its clients and also as a part of Risk Mitigation and Business Continuity Plan (BCP).

The number of ATMs to be serviced will accrue / reduce gradually as and when the same is made available by CCSL's clients. The "Services" are required to be extended to any and or all the ATMs to be entrusted to the empanelled CRA during the period of the contract on the same terms and conditions.

This document is meant for the exclusive purpose of offering the services as per the terms, conditions, and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

3. ELIGIBILITY CRITERIA

A company / party submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder / CRA.

A Bidder should be required to satisfy the following requirements for being eligible for participation in the bidding process for carrying out the services covering activities detailed in Scope of works defined in "**Schedule -1**" of this RFP and any other related works pertaining to this Project in all the locations.

- 3.1.** The bidder should be a registered company in India registered under Company Act 1956 and should have been in operation for at least 3 years as on 31.12.2017. The Certificate of Incorporation, Certificate of commencement of business issued by Registrar of Companies is to be provided in support of this.
- 3.2.** Bidder should be a Registered company in India with an annual turnover of at least **Rs 100 Crores** from ATM Cash Replenishment and other Allied Services business in each of the last two years. This must be individual (not parent company) company's turnover and not of any group of companies. Copies of the last three financial year's balance sheets and Profit and Loss account statement should be submitted along with the offer.
- 3.3.** The bidder should have registered net profit at least during last three financial years.
- 3.4.** The bidder should have countrywide presence. Bidder must have their own office at the place of engagement. *Additionally, the bidder needs to have vaulting / defender vaulting facility.*
- 3.5.** The bidder should not have been blacklisted by any Bank /MSP agency in India. The bidder in their company letter head has to provide undertaking to this effect.

4. CLARIFICATION OF RFP

A prospective bidder requiring any clarification of the RFP may send queries in writing or by fax/ e-mail to CCSL mailing address indicated in RFP document 3 days prior to commencement of Pre-Bid Meeting. Any queries received after pre-bid meeting will not be considered.

5. PRE - BID MEETING

The probable bidders will be invited to attend a pre-bid meeting to be held as indicated in the Bid Data Sheet after publication of RFP and well before the last date for receipt of bids.

- 5.1.** The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. CCSL will have liberty to invite its technical consultant or any outside agency or any expert, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 5.2.** Clarification to the queries, including the text of the questions raised (without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the RFP, allowing at least 7 days time prior to the last date for receipt of bids.
- 5.3.** Any modification of the RFP which may become necessary as a result of the Pre-bid Meeting shall be made by CCSL exclusively through the issue of an Addendum and not through the minutes of the Pre-bid Meeting.
- 5.4.** Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

6. AMENDMENT OF RFP

- 6.1.** At any time prior to the deadline for submission of bids, CCSL, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the RFP by amendment.
- 6.2.** All the amendments of the RFP will be published in the CCSL official website. CCSL will not send any communications individually regarding the amendments.
- 6.3.** In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, CCSL, at its discretion, may extend the deadline for the submission of bids.

7. INSURANCE

The bidder should obtain the relevant components of insurance viz., **Vault Cash, Cash in Transit, Fidelity etc.** The CRAs at their cost should arrange the necessary LOSS PAYEE endorsements in such policies in favor of CCSL / CCSL's clients, which will be notified by CCSL from time to time. Copies of the relevant insurance policies in full sets to be lodged with CCSL.

8. BANK GUARANTEE

- 8.1.** Bidder has to provide **Bank Guarantee or Fixed Deposit Lien noted** duly in favor of CCSL drawn from a Nationalized Bank for an amount at the rate of **₹50,000/-**(Rupees fifty thousand only) **per ATM contracted (i.e., Rs.50,000 x No. of ATM outsourced to Bidder / CRA)**, for the contract period with an additional claim period of **THREE months**.
- 8.2.** Guarantee is required to be **furnished within 15 (fifteen) working days** from the date of issue of Work-Order. Also, contract / agreement has to be signed on or before 15 days from the date of issue of work order, **failing which order will be cancelled automatically**.
- 8.3.** The Bidder shall be responsible for extension of the validity period of the Bank Guarantee / FD as and when it is due. CCSL shall invoke the guarantee before expiry of validity if the guarantee period is not extended accordingly.
- 8.4.** Along with the Technical bid documents, bidder has to submit **Undertaking letter** stating that the bidder shall provide the Bank Guarantee within 15 working days from the date of issuance of work order. Undertaking letter format provided in **Annexure - 10**, same will be verified during the opening /evaluation of technical bid, if bidder fails to submit the undertaking letter, CCSL will have the right to disqualify the bidder. Commercial Bid of the bidder will be returned in un-opened condition to the bidder.

9. CONTRACT / AGREEMENT

A comprehensive Service Level Agreement covering all the agreed terms, conditions etc. arising out of the entrustment / delivery of the "Services" etc. will be documented and executed in the form of a "Contract". This contract will be valid till the contractual obligations are fulfilled. Draft agreement / contract provided in the **Annexure - 13**.

The contract period is for **20 months** from the date of signing the agreement / contract extendable by mutual consent of the parties to the contract and should be in writing with due acceptance. There will no cost escalation / revision during the contract period. Effective date of start of the contract with the said bidder/CRA will be as per the Agreement.

The contract agreement shall include all the agreed terms, conditions, and specifications of this document with all its enclosures, modifications, arising out of negotiations / clarification etc and the final rate of charges accepted by CCSL

The bidder / CRA shall undertake not to transfer at any stage of the contract period, any of its duties, obligations, responsibilities etc pertaining to the services of the contract to any third party.

The contract / agreement shall be executed in English language in ONE original, CCSL receiving the duly signed copy and the receiving the photocopy.

The bidder / CRA shall submit a Power of Attorney or a certified copy of the resolution of their board, authenticated by the Company Secretary authorizing an official or officials of the company to negotiate / discuss, sign agreements / contracts with CCSL, raise invoice and accept payments and also to correspond.

10. AUDIT

CCSL representatives will conduct audit of Cash at ATMs / Vaults of the bidder / CRA and Environment of the relevant ATMs at regular intervals and any shortcomings observed during such audits will have to be rectified immediately. The shortcomings will be subject to penalties to be levied on the bidder /CRA by CCSL as per the agreement. CCSL / CCSLs client will have the right to examine the controls, processes and compliance. CRA has to permit CCSL representatives to accompany the CRAs Cash Loading Van for conducting the Audit in all Centers.

11. PERFORMANCE REVIEW

CCSL shall review the performance of the CRA at regular intervals and CRA to attend such meetings with all the relevant information/ statistics /data etc. for a purposeful review of the performance of the CRA.

12. PENALTIES

12.1. Take Over of ATMs

12.1.1. For any delay beyond 15 days by the CRA in commencing the ATM take over after the date of issuance of the work order, CCSL shall impose a penalty @ **₹1,000/- (Rupees One Thousand)** per each day of delay per ATM

12.1.2. Any delay in takeover of ATM beyond 30 days from the date of issue of the work order will result in cancellation of the work order along with the penalty as mentioned below and same will deducted in the subsequent month bill/s:

Penalty = CRA Services Charge per ATM x No. of ATMs Take over not completed within 30 days time

12.1.3. Daily Cash Replenishment means, **25 Cash Loadings or 25 EODs** of each ATMs. Every day EOD / Cash Loading have to be carried out. For other slabs like, Once in Two day and Once in Three days, EOD/Cash replenishment to be carried out once in Two days or once in Three days as per the slab stipulated for the particular ATM, failing which penalty of **Rs.2,000/- (Rupees Two Thousand)** per day per ATM will be charged for all the above slabs.

The SLAB type / loading pattern as per below table.

Sl No	Slab Type	No. of Loadings
1	SLAB 1	Daily loading – 25 Loading per ATM per month.
2	SLAB 2	Loading once in 2 Days – 18 loading per ATM per month
3	SLAB 3	Loading once in 3 days – 12 loading per ATM per month,

12.1.4. Indented Cash vaulting without prior permission from CCSL, penalty of **Rs.2,000/- (Rupees Two Thousand only)** per day per ATM will be charged.

12.2. Turn Around Time (TAT)

For any delay in attending to (for Resolution) the FLM and SLM coordination calls by the CRA, the penalty is as follows -

- Delay beyond 2 hours in the City / Urban limits and 4 hours beyond city limits would attract a penalty as indicated elsewhere in this agreement subject to the maximum of the service charges per ATM for the month for the location. The penalty will be calculated per incidence **@ Rs.250/- per ATM per incidence.**

Further the CRA agrees that if any FLM call is passed on the SLM agency, any charges levied by the SLM agency shall be borne by them.

The time reckoned for this purpose is from the time of the reporting / lodging of such calls.

12.3. Turn Around Time (TAT)

For any delay in attending to (for Resolution) the FLM and SLM coordination calls by the CRA, the penalty is as follows -

- Delay beyond 2 hours in the City / Urban limits and 4 hours beyond city limits would attract a penalty as indicated elsewhere in this agreement subject to the maximum of the service charges per ATM for the month for the location. The penalty will be calculated per incidence **@ Rs. 250/- per ATM per incidence.**

Further the CRA agrees that if any FLM call is passed on the SLM agency, any charges levied by the SLM agency shall be borne by them.

The time reckoned for this purpose is from the time of the reporting / lodging of such calls.

12.4. Environment Audit

Upkeep of the ATM environment is very essential. If the ATM site is not maintained properly and upkeep is not satisfactory it could result in FLM affecting the service delivery and hence it is necessary that the Cash Balance Report carry an indication of the ATM environment / Inventories like AC Faults /leakage, UPS/ Working of Batteries status / Lighting etc.

12.5. Cash Shortage

CRA will be responsible for Cash Shortages /Counterfeit Notes. Cash shortages whatsoever, to be made good/replenished by the CRA immediately. Failing which **Rs.2,500/- (Rupees Two Thousand Five Hundred only)** per day penalty will be charged for delayed period.

13. PERIOD OF VALIDITY OF BIDS

13.1. Bids shall remain valid for **120 days** after the date of opening of Technical Bids. A bid valid for a shorter period shall be rejected by CCSL as non-responsive.

13.2. In exceptional circumstances, CCSL may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax/email. The bid security provided along with bid shall also be suitably extended.

14. CONFIDENTIALITY

Bidder /CRA to maintain complete confidentiality of the matters / information pertaining to this document /process and also any internal information, confidential and proprietary to CCSL / CCSL's clients. Any disclosure in this context by the CRA or its employees shall be treated as breach of trust and CCSL shall be free to initiate any action deemed appropriate, including premature termination of the contract and / or legal action for breach of trust.

The CRA should not use the logo or any of the documents of CCSL and / or CCSL's clients during any publicity without prior written consent of CCSL/CCSL's clients.

15. ATM SERVICING

While undertaking servicing of the ATMs, the CRA shall do a Full ATM terminal status check, cash balance, update transaction journal. The CRA shall remove captured cards, used portion of the journal for back-end reconciliation and send the same to the locations identified by CCSL / its client, duly maintaining a register for records and verification.

The CRA to indicate the process flow for problem resolution (including escalation matrix)

16. CASH REPLENISHMENT

Cash replenishment activity is to be performed as and when indented, i.e., as per the agreed Slabs. However, FLM calls on account of currency jams etc. related to Cash, if any, should be attended as and when it occurs/reported. Any delay / non adherence to the schedule will attract penalty as specified.

17. PAYMENT TERMS

- 17.1.** Bids shall remain valid for **120 days** after the date of opening of Technical Bids. A bid valid for a shorter period shall be rejected by CCSL as non-responsive.
- 17.2.** CCSL reserves the right to recover any dues payable by the CRA (towards penalty (LD) / Customer Claims / Short cash received by customers / and /or shortage/loss or damage caused due to the negligence of the CRA / CRA's employees' and /or any other dues) from any amount outstanding to the credit of the CRA including the pending bills and or invoke the Bank Guarantee.
- 17.3.** The payments for the services will be made on monthly basis in arrears within **45 days** from the date of the bills along with the list of ATMs serviced center-wise and other documents provided they are in order and as per the requirement stipulated by CCSL.
- 17.4.** Applicable Taxes/TDS will be deducted while making the payment of the bills.
- 17.5.** The CRA shall submit a stamped receipt for the payment received including TDS on the date of receipt of payment.

18. OTHER TERMS AND CONDITIONS

- 18.1.** The CRA shall indicate the address of office on which order has to be placed.
- 18.2.** CRA shall undertake background check / police verification to verify the antecedents of their personnel being engaged in the said activities. CRA to protect the interest of CCSL / CCSL's clients and indemnify them against all claims, costs, losses, damages, loss of reputation/goodwill/business or any other proceedings resulting from any of the actions of the CRA's personnel.

- 18.3. The CRA should indicate alternate arrangements / Business Continuity Process available in case of strike by their employees along with Technical bid.**
- 18.4.** The CRA shall act diligently, ethically, honestly and comply with all relevant laws regulations, guidelines, procedures etc particularly with respect to Shops and Establishment Act, Contract Labour Act, Minimum wages Act etc.
- 18.5.** The CRAs shall be responsible for providing any clarification, details, documentary proof to various Tax authorities at their own risk and cost.
- 18.6.** The CRA shall not hire the employees of CCSL or CCSL's clients directly or indirectly in this project / contract during the period of the contract.
- 18.7.** The CRA will be advised to undertake the activity as per the agreed plan of action and or as and when the ATMs are made available (in a phased manner / Region wise etc.)
- 18.8.** The CRA to provide **THREE** copies of attested signature/s, photo print of the custodians to the Regd. Office of CCSL at Bangalore as and when they are entrusted with the job. Two sets will be sent to Bank's Designated Branch duly attested by CCSL keeping one copy with us.
- 18.9.** Only the authorized Custodians to be entrusted the duties.
- 18.10.** CRA to ensure **DUAL Control** of Cash Chest / Safe, Daily during EOD / Cash Replenishment Activity.
- 18.11.** CRA to ensure that the crew consists of **TWO** Armed Guards for the Cash Indent above 75 Lacs and **ONE** Armed Guard for cash below 75 Lacs.
- 18.12.** CRA to coordinate/cooperate for SLM along with the CCSL / CCSL client's representatives.
- 18.13.** CRA will maintain the Hard/Soft copy of the CBR for a period of **3 years**.
- 18.14.** CRA to notify CCSL in case of any untoward incident which may be detrimental to the functioning of the ATM.
- 18.15.** The Cash, if vaulted should be kept distinct from other vault cash and proper records of inwarding the cash to be maintained and be made available for inspection.
- 18.16.** The CRA to escalate information on non-functioning of lights, AC, UPS or any other facility or environment and facilitate rectification of the same. This will ensure ATM uptime / reduce FLM and penalties thereon.
- 18.17.** Even after the expiry of period of the contract, the same shall be valid until renewed or terminated by written notice. During such period the terms and conditions of the agreement shall be binding on both parties.

19. EVALUATION OF THE PROPOSALS

- 19.1.** The CRA's Authorized signatory shall authenticate by seal and signature each page of the proposal document. No hand written material shall be submitted. Proposal with erasure / overwriting / cutting shall be liable to be rejected.
- 19.2.** The proposal document shall be properly secured. No loose papers shall be kept in the document.
- 19.3.** The proposal received and found in order will be evaluated by CCSL to ascertain the best and commercially acceptable offer/s in the interest of CCSL / CCSL's clients.
- 19.4.** CCSL may, at its discretion, seek clarifications in writing from the CRAs on their offer. The CRA shall necessarily reply in writing.
- 19.5.** CCSL as a matter of its business policy / risk mitigation / business continuity, reserves the right to engage **one or more CRA/s**. Decision of CCSL in this regard shall be final and binding on participant CRA/s.
- 19.6.** While examining the proposals from the prospective vendors, CCSL will scrutinize for the capability of the Service Delivery, especially, in terms of their geographical presence, availability of cash vaults, the size of ATMs serviced, the number of clientele serviced, satisfactory reports and other parameters like financial standing – balance sheet, profitability, ability to manage business continuity, other applicable infrastructure etc.
- 19.7.** CCSL reserves the right to accept or reject any or all the proposals of the CRAs without assigning any reason whatsoever.

20. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER OR SINGLE BIDDER

- 20.1.** CCSL is not bound to accept the Lowest or any tender or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 20.2.** CCSL will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.
- 20.3.** The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.
- 20.4.** CCSL may withdraw/cancel the RFP at any point of time without assigning any reasons.
- 20.5.** CCSL have rights to withdraw any existing CRAs services and hand over the same ATMs to any other CRA. Existing CRA should hand over the ATM within 3 days from the date of intimation. Any cost incurred due to negligence of the CRA during the process of hand over of the ATM like, break-opening of the combination key due to loss of combination etc., will have to borne by the CRA.

21. ACCEPTANCE OF WORK ORDER

The CRA entrusted with the “Services” should acknowledge and convey to CCSL the acceptance as per the terms and conditions stipulated in CCSLs Work Order within **THREE DAYS** from the date of receipt of the communication. Acceptance may be communicated by email followed by confirmation signed by authorized signatory.

Note: WO issued by CCSL is the result of the concerned CRA being selected for entrustment of the “Services” as per the terms and conditions stipulated. Acceptance of WO will result in CCSL signing of the contract with the respective CRAs.

If the CRA fails to accept the WO or execute the contract as above, CCSL reserves the right / liberty to negotiate with other CRAs to avail the “Services”.

Any additional expenditure, if any incurred by CCSL in this regard shall be made good by / recovered from the originally contracted CRA.

A stamped contract agreement is required to be executed at Bangalore, in the format prescribed by CCSL **within 15 days** from the date of issue of the Work Order.

22. CANCELLATION OF CONTRACT

In the opinion of CCSL, if any of the following situations arise, CCSL reserves the right to cancel the contract with the CRA and recover the expenditure thereof, if any,

- i. There is a breach of contracted terms and conditions
- ii. The CRA goes into liquidation / insolvency
- iii. There is no / slow progress in redressing unsatisfactory operational issues discussed in the review meetings.

Note: In such an event of Cancellation of Contract and/ or any other eventuality not consistent with the agreed terms of contract, CCSL will invoke the Bank Guarantee.

23. FORMAT FOR SUBMISSION OF BIDS

23.1. FORMAT FOR TECHNICAL BID

The list of Documents to be submitted for Technical Bid for this RFP is as follows:

- 23.1.1. Index of all documents submitted.
- 23.1.2. Bidder’s Covering letter. This should be as per **Annexure - 2**.
- 23.1.3. Bidder’s eligibility criteria as per **Point No.3** of page no.4 of the RFP.
- 23.1.4. Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder’s company / firm in the name of the person signing the tender documents.

- 23.1.5. Profile of the Bidder Company / Firm as per **Annexure - 4**
- 23.1.6. Copy of Memorandum of Association (MOA), Copy of the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies.
- 23.1.7. Certificate on status of the bidder owner/certified or authorized agent.
- 23.1.8. Copies of the work orders issued by the banks and a certificate/letter from the institution for having rendering the services satisfactorily.
- 23.1.9. Copies of service contracts entered for support arrangements.
- 23.1.10. Audited financial statements for the last 3 years.
- 23.1.11. Details of their existing offices/branches/ service centres / Vaulting facility across the country.
- 23.1.12. The **Masked Commercial Bid** should be enclosed to the Technical bid as **per Annexure – 12**, *this table should not contain any price information in Technical Bid.*

23.2. FORMAT FOR COMMERCIAL BID

The Commercial Bid must not contradict the Technical Offer in any manner. The suggested format for submission of commercial Offer is as follows:

- 23.2.1. Index
- 23.2.2. Covering Letter
- 23.2.3. Commercial Version of Bill of Materials with price as per **Annexure – 11**. This annexure must contain all price information.

24. SUBMISSION OF BIDS

24.1. Technical Bid

The Technical Bid is to be sealed in separate Envelope super scribed on the top of the cover as “Technical Bid for ATM Cash Replenishment and Allied Services” in response to RFP/ATM-02/2017-18 dt. 01.02.2018. The Name of the Bidder and due date of the RFP is to be specifically mentioned on the top of the envelope.

All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized signatory. Bids with eraser/overwriting/cutting are liable to be rejected. If required, the corrections can be made by scoring out entries and writing afresh and the authorized signatory should authenticate.

24.2. Commercial Bid

The Commercial Bid for **ATM CASH REPLENISHMENT AND ALLIED SERVICES** is to be sealed in separate envelope super scribed on the top of the cover as **“COMMERCIAL BID FOR ATM CASH REPLENISHMENT AND ALLIED SERVICES ”**.

Commercial Bid shall be submitted as per **COMMERCIAL BID** format and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure - 12**.

Under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Technical Bid covers will make the bid liable for rejection.

The bids should be deposited at

**Canbank Computer Services Limited.,
J P Royale, # 218, 1st Floor,
2nd Main, Sampige Road, Near 14th Cross,
Malleshwaram,
Bangalore- 560 003,**

on or before 23.02.2018 – 3 pm. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered. No offer will be accepted directly.

CCSL shall not entertain any request for change in the above schedule. However, CCSL reserves the right to change the above mentioned dates, time and venue. All communications should be addressed to the Executive Vice President at the above address.

Contact persons at CCSL.

**Mr. Radhakrishnan Nair, Executive Vice President,
Ph - 080-23469663 email - prknair@ccsl.co.in**

**Mr. Pratham Prabhu, Manager – ATM Project
Ph - 080-23469661, 662 email - pratham@ccsl.co.in**

**Mr. Gajendra D J, Marketing Officer
Ph - 080-23469661, 662 email - gajendra@ccsl.co.in**

RFP - SCHEDULES

1. SCOPE OF WORK

The activities defined above as “SERVICES” are elucidated in **SCHEDULE - 1**

2. COMMERCIAL PROPOSAL

- 2.1. The Bidder /CRA should submit the proposal in duplicate (one original and one photocopy) in Indian Rupees as per the format provided in **Commercial Bid**. There should not be any deviation / change in the format of price bid. If any modifications done by the bidder, same will be rejected / not considered for evaluation.
- 2.2. The rate should be on a per ATM per MONTH basis for each Slabs mentioned in the Commercial Bid - exclusive of taxes
- 2.3. The rate should be quoted for servicing the ATMs as per the **Slab System** mentioned in the **Commercial Bid**. While FLM activities will have to be Serviced on **ALL days**, emergency Cash Replenishment will have to be accommodated within the scope of the quote i.e. **NO EXTRA** charges will be paid for emergency / Sunday loading.
- 2.4. The proposal should be valid for **120 days** from the due date for submission of the offer. The validity is further extendable with mutual consent.
- 2.5. Charges quoted should be in words and figures.
- 2.6. Taxes, if any, should be separately indicated.
- 2.7. Charges contracted should be valid through the contract period and no escalation is permitted for any reason whatsoever.
- 2.8. The offer documents submitted by the Bidder / CRAs in response to this document shall become the property of CCSL.
- 2.9. Bidder / CRAs should submit the detailed offer in duplicate (one original and one photocopy) in English language.
- 2.10. Bidder / CRA should submit this RFP documents duly sealed and signed by the authorized signatory on all the pages along with the Technical Bid.

SCHEDULE 1

CHANNELS - parties involved the engagement:

In particular context to this engagement, there are various channels involved and for the good understanding of them, the details are as under. :

‘Nodal Branch’ – means the Branch of the Bank where the JPTs/ Captured Cards / Cash Balance Reports are to be submitted in consultation with the CCSL representative. The contact personnel at the Nodal Branch is called the **‘Channel Manager’**

‘Base Branch’ - means the Branch where the ATM was attached earlier

‘Contractor’ – means primarily “CCSL”

‘Sub-Contractor’ – means the CRA/s and or any other agencies engaged / sourced by the contractor CCSL

‘NAP Coordinator’ is the person reckoning the uptime of the ATM in terms of Network Monitoring, problem reporting

Custodian’ is the authorized personnel of the CRA/s and who holds the key to the Chest of the ATM.

A.SCOPE OF SERVICE OF CRA:

The CRA is required to provide the following services to the CCSL / CCSL's Clients at specified locations across India.

1. ATM - First Level Maintenance Services

- 1.1. ATM Machine Resets and resolution of CRA caused errors.
- 1.2. Clearing of Paper / Card / Currency / Purge Bin jams.
- 1.3. Collecting cheque envelopes put in a separate cover in the ATM site itself and hand over to the designated branch/branches to be identified by the CCSL's Clients.
- 1.4. Reporting problems related to the VSS - Video surveillance system.
- 1.5. Taking backup of Video images as per the requirements and submission to CCSL's Clients.
- 1.6. Co-ordination with Second Level Maintenance Vendors. Second Level Maintenance (SLM) i.e. all calls other than FLM calls will be attended by CCSL's Clients of ATMs and other Agencies. Such calls will be attended always in the presence of the staff of the CRA designated for FLM calls.

- 1.7. These FLM / SLM calls will be attended by one or two ATM operators of the CRA as the case may be. The time frame for attending to such calls is as per the Contract. Any delay in attending to the calls will result in levying of penalty on the CRA by CCSL.

2. ATM – Cash / Consumables Replenishment Services

- 2.1. The CRA shall stock sufficient consumables and replenish the ATM stationery viz., Paper rolls for Receipt Printer / Journal Printer, Printer Ribbons / Ink Cartridges etc.,
- 2.2. The CRA shall replenish Depository envelops at the customer lobby by collecting the same from the central location / respective branches of the CCSL's Clients.
- 2.3. Replenishment shall be based on the intimation given by CCSL.
- 2.4. Cash should be replenished in ATM-supervisory mode. Two authorized officials of the CRA shall undertake the job. A single person shall not be allowed to replenish cash. Dual control system should be followed. The Security code of the ATM Chest lock has to be changed once in 30 days. The Bank will provide ADMIN Cards for the use by the CRA's personnel while replenishing cash to make necessary up-dations at the ATM. These Admin Cards should be invariably used during replenishment. Safe keeping of the Admin Cards to be ensured by the CRA. CCSL's clients will provide the secret code / password for operation of the ATM chest while taking over the ATM or the services for the first time. The same shall be changed immediately upon taking over the ATM for cash management/ FLM services and a safe copy (in closed / sealed cover) be kept with the identified nodal branch of the CCSL's clients for safe custody.
- 2.5. The CRA shall take adequate care while operating cash cassettes and if the Cassette needs to be broken open due to any fault; the associated costs have to be borne by the CRA unless it is proved by the CRA, to the satisfaction of the supplier, that the fault was inherent to the cassette.
- 2.6. The CRA shall provide a list of persons authorized to pick up & replenish Cash in ATMs in each center, along with their Photographs and signatures, duly attested by the Authorized Signatories of the CRA, to CCSL. Changes if any, shall be conveyed to CCSL then & there. Such authorized persons shall carry their Staff ID Cards.
- 2.7. The CRA shall respond to unscheduled requests in emergent/Cash out situations as per the contract.
- 2.8. The Cash withdrawal indent format shall be numbered serially. CCSL's authorized personnel will sign such indents and or issue appropriate electronic indent in PDF format (emails)/FAX letter to the Bank as well as to the designated e mail of CRA. CRA's Authorized employees will carry the

cash indent letter to the CCSL client's cash pick-up branch for collection of Cash meant for replenishment of ATMs. Cash will be handed over to the Authorized personnel of CRA duly authorized by CCSL based on the list sent by CRA.

- 2.9. The CRA shall pick up cash in secure armored cash vehicles having the requisite crew from the designated branches / Currency Chests of the CCSL's Clients for Cash Replenishment. The time lag between picking and replenishment of cash should be kept at the minimum, in any case not more than 6 hours. At the request of CCSL, the CRA shall hold the cash (as provided by the CCSL's clients and meant for replenishment of ATMs) in the vault of the CRA and then carry the necessary cash from the vault of the CRA to the ATMs of the CCSL's clients. CCSL's client will provide sorted and ATM fit currency and the CRA will replenish only ATM fit notes.
- 2.10. The CRA shall scan the currency to ensure that there are no fake notes before leaving the CCSL's Clients designated offices. The CRA shall be liable for any fake currency, noticed subsequently and shall reimburse the financial loss to the CCSL's Clients in addition to compensation against loss of reputation.
- 2.11. The vaults of the CRA shall be secure and as per specifications of RBI, if any, and the vault shall be authorized by RBI.
- 2.12. The CRA shall take necessary insurance cover for the Cash handled by them and in their possession at any point of time. Copy of Insurance policy in full set should be submitted to CCSL. The loss-payee endorsement of the Policy shall be in favour of the CCSL's Clients.
- 2.13. The CRA shall be liable for any loss of Cash in transit. The CRA will be liable for any damage to the CCSL's Clients' property and also all the actions committed by their Employees /Representatives /Agents / authorized persons while providing Cash Management / Replenishment and allied Services to the CCSL / CCSL's Clients.
- 2.14. In accordance with the clean note policy of RBI, the currency bundles will not be stapled or stitched. Instead, fastened with paper bands. Upon receipt of Cash, it is the CRA's responsibility to count and scan the same before leaving the CCSL's Clients' Distribution Centre, to ensure replenishment of correct / genuine currency and to avoid future disagreements. The CRA shall be liable for any currency shortages, noticed subsequently.
- 2.15. CCSL/CCSL's Clients reserves the right to carry out surprise verification of the Physical Cash in the ATM's/Vaults of the CRA, in the presence of the CRA Representatives. The CRA shall ensure smooth completion of the activity. The CCSL's Clients' cash shall be segregated from any other cash stored in the CRA's vault. The CRA should have a foolproof auditable Electronic Settlement & Reporting System.

- 2.16. The CRA shall submit appropriate reports daily for each ATM to the CCSL & designated offices/branches of CCSL's Clients' at a predetermined time, covering details of Opening Cash, Cash Dispensed, Cash Replenished, Cash in Divert Bin/ Reject Bin / Excess Cash and Closing Cash apart from details of Cash in the CRA Vaults along with the detailed Cash Reconciliation Statement (to be correlated with the audit rolls) etc., On completion of the cash replenishment for the day, such reports shall necessarily be submitted to CCSL on the same day without fail either through electronic mode or in hard copies. Any other report required by CCSL from time to time shall also be provided.
- 2.17. The CRA shall maintain complete records of all the Cash handling services provided to the CCSL/CCSL's Clients in line with the best practice in the industry and make available the same to the CCSL/CCSL's Clients for examination as and when required.
- 2.18. While undertaking servicing of the ATMs, the CRA shall do a Full ATM Terminal Status Check. The CRA shall balance the Cash, clear any currency jams, update transactions Journal. The CRA shall remove captured cards, retrieve and account for mutilated cash, used portion of the Journal for back-end reconciliation and submit the same to the locations identified by the CCSL/CCSL's Clients duly maintaining a register for records and verification.
- 2.19. The CRA shall be loaded back Excess Cash found in the ATM then and there and give details thereof in the Cash Balancing Report / or any other format devised. The CRA shall be responsible to analyze disputed transactions/Cash shortage issue by verifying the Journal Log and Purge Bin Cash.
- 2.20. The CRA shall pick up envelopes /deposits from each ATM everyday and deliver the same to the CCSL's clients as may be mutually agreed.
- 2.21. Cut notes to be exchanged in all Centres at regular intervals through respective ATM Cells in coordination with CCSL and Currency chest officials.

3. ATM - MIS REPORTS as per the requirement of CCSL/CCSL's Client.

The CRA shall ensure the credibility and integrity of the reports generated and submitted to CCSL / CCSL's Clients. The CRA shall submit the Reports promptly as per the stipulated periodicity. The CCSL may at its discretion add to / delete from the list as per the requirements.

Among others, the following reports should be submitted to CCSL / the designated branch/ATM cell of the CCSL's clients as per the periodicity suggested by CCSL.

- 3.1. Cash Replenishment Summary: ATM wise (opening cash, cash dispensed, cash in divert bin, excess cash loaded back, cash replenished, closing cash, Details of captured cards - **Daily**.
- 3.2. Cash in CRA's vault with inputs, outputs and closing balance - **Daily**.
- 3.3. ATM wise Cash Balance Report as per format given by CCSL - **Daily**.
- 3.4. Report on consumption of consumables with details of consumables replenished ATM wise - **Fortnightly**
- 3.5. Consolidated Report on FLM / SLM coordination calls attended - **Monthly**
- 3.6. Report on ATM site status (as per format prescribed by CCSL)
- 3.7. Any other report required by CCSL/ CCSL's clients - **As and when needed**.

Incident Report on non-functioning of AC, lobby lights, lighting, electrical fittings, door access lock, door alignment, earthing, UPS and batteries, Signage board lighting, laminates etc and any remedial action required to be alerted to CCSL /CCSL's clients. The CRA shall comply with the instructions /operating guidelines provided by CCSL from time to time.

Any communication (letters/bills/notices etc. and valuables, if any) found while servicing the ATMs is to be brought to the notice of the nodal point identified by CCSL.

CHECKLIST

ANNEXURES (To be submitted with Technical Bid)

No	Particulars	Annexure	Submitted Yes/ No
1	Check List		
2	Eligibility Criteria declaration	1	
3	Bid Covering Letter Format	2	
4	Authorization Letter Format	3	
5	Bidder Profile	4	
6	Details of offices / Branches / Service Centers	5	
7	Track Record of Past 3 years in ATM Cash Replenishment and Allied Services	6	
8	Escalation Matrix	7	
9	Compliance Statement	8	
10	Confirmation Letter	9	
11	Undertaking Letter Format	10	

ANNEXURES (To be submitted with Commercial Bid)

12	Covering Letter for Commercial Bid	11	
13	Commercial Bid	12	

ANNEXURE (To be submitted with Price Bid)

14	Draft Agreement	13	
15	List of ATMs	14	

Checked for accuracy

Date:

Signature with seal

Name :

Designation :

No.	Other Clauses	Vendor Response [Yes/No]	Page No. at which details are enclosed
1	Whether Cost of the Tender document (Demand Draft payable at Bangalore) is submitted along with the Technical Bid?		
2	Whether EMD / Bank guarantee Submitted in the Technical Bid?		
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Technical Bid.		
4	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?		
5	Whether address of Office on which order has to be placed is indicated in ANNEXURE - 5		
6	Whether ensured that, the separately sealed envelopes containing Technical Bid and Commercial Bid are placed and sealed in another big envelop super scribed as per RFP instructions. The name of the Bidder and Due date of the RFP is specified on the top of the envelop .		
7	Whether ensured Indexing of all Documents submitted with page numbers?		
8	Whether replica of Price Bid (Masked price bid) as per Bill of Material is submitted in Technical Bid.		

Date:

Signature with seal

Name :
Designation :

ANNEXURE - 1

ELIGIBILITY CRITERIA

	Eligibility Criteria	Compliance	Proof Submitted & Page No.
9	Registered company in India with an annual turnover of at least Rs.100 Crores (Rupees Hundred Crores) from ATM Managed Services business in each of the last three financial years. This must be individual (not parent company) company's turnover and not of any group of companies. Copies of the last three financial year's balance sheets should be submitted along with the offer.	Yes / No	
10	Made a profit in each of the last three financial years and has a positive net worth as per audited balance sheet and P&L account. The copies of balance sheet are to be submitted.	Yes / No	
11	The Vendor should be satisfactorily managing the ATM Managed services for 1000 (each) or more ATMs (pan India basis) of two banks in last 3 years of which one should be Public Sector Bank	Yes / No	
12	Vendor should have valid ongoing ATM Managed services contracts of MS aggregating to 1000 or more ATMs directly with one or more banks in India as on 31.12.2014. Testimonials from at least two existing customers (out of which one should be a public sector bank) of the vendor, involving satisfactory services, to be furnished.	Yes / No	
13	The bidder currently should not be in the blacklist / barred / disqualified by any regulator / statutory body/ any Bank / MSP. An undertaking to this effect is to be submitted by the bidder	Yes / No	

Date:

Signature with seal

Name :
Designation :

ANNEXURE - 2

BID COVERING LETTER

REF :

Date:

The Executive Vice President
Canbank Computer Services Limited
J P Royale, # 218, 1st Floor
2nd Main, Sampige Road, Near 14th Cross
Malleshwaram
B A N G A L O R E - 5 6 0 0 0 3

Dear Sir,

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

Having examined the tender document including all Annexure / Amendments, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for ATM Cash Replenishment and Allied Services in conformity with the said tender in accordance with the schedule of prices indicated in the Commercial Bid and made part of this offer.

If our offer is accepted we are ready to provide services as per work order. We undertake to start of services within 15 days (including Holiday) from the date of receipt of the intimation of location from CCSL.

We enclose a Demand Draft of EMD for **Rs.2.50 lakhs/-** (Rupees Two Lakhs fifty thousand only) in favor of Canbank Computer Services Limited as EMD.

We agree to abide by this offer till 120 days from the date of opening of commercial bid and for such further period as mutually agreed between CCSL and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit during the entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have right to forfeit the EMD, without reference to us. We agree to abide by and fulfill all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

Contd...2/-

Contd...2/- Bid Covering Letter

We enclose a list of clients in India (giving their full addresses) where we are providing ATM Cash Replenishment Services and Allied Services.

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP.

We understand that CCSL is not bound to accept the lowest or any offer CCSL may receive, without assigning any reason whatsoever.

We understand that CCSL reserves the right to entrust the “Service” to any number of CRAs depending upon exigencies / requirements of CCSL and or its clients and also as a part of Risk Mitigation.

Date:

Signature with seal

Name :

Designation :

ANNEXURE - 3

AUTHORIZATION LETTER

The Executive Vice President
Canbank Computer Services Limited
J P Royale, # 218, 1st Floor
2nd Main, Sampige Road, Near 14th Cross
Malleshwaram
BANGALORE – 560 003

Dear Sir,

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

This has reference to your above RFP.

..... is hereby authorized to attend the Technical / Price bid opening of the above RFP on on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

ANNEXURE - 4

BIDDER PROFILE

1	Name of the Bidder:			
2	Address:	<u>Corporate / Registered Office</u>	<u>Local office</u>	
	Phone No			
	Fax No			
	E-Mail			
3	Constitution:			
4	Name of Directors: i)			
	ii)			
	iii)			
5	Name of Contact Person with mobile Nos. and e-mail address			
	Performance Details (Rs. in Crs)	2014-2015	2015-2016	2016-2017
6	a) Annual Turn Over			
	b) of (a) from the ATM CRA Services			
7	Net Profit			
8	Details of the single largest order executed during the period from 1.4.2011 to 31.03.2014 (Orders executed during this period only will be considered for evaluation.)	01.04.2014 to 31.03.2015	01.04.2015 to 31.03.2016	01.04.2016 to 31.03.2017
9	a. PAN No. b. Service Tax No. c. Sales Tax No. d. Bank Account No e. Bank Name f. IFSC Code			

Date:

Signature with seal

Name :

Designation :

ANNEXURE - 5

DETAILS OF OFFICES / BRANCHES / SERVICE CENTRES

No	Center	Postal Address	Contact Details (Including Name of the incharge and his contact No. and email)	Service Facilities Available - Vaulting and Defender Vaulting Facility	No. Of Staff	Jurisdiction
1						
2						
3						
4						
5						

Date:

Signature with seal

Name :

Designation :

ANNEXURE - 6

TRACK RECORD

PAST THREE YEARS IN ATM CASH REPLENISHMENT AND ALLIED SERVICES

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, fax, Telex Nos, e-mail address of the contact person	Nature and Description, of the service provided by the bidder during last 3 years	Value of the contract in last 3 years	1). Reference letter to be enclosed 2). Work orders to be enclosed for the above references
1	2	3	4	5	6
1					
2					
3					
4					

(Enclose necessary documentary proof)

Date:

Signature with seal

Name :

Designation :

ANNEXURE - 7

ESCALATION MATRIX

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

NAME OF THE BIDDER:

No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1							
2							
3							
4							

Any change in designation, substitution will be informed by us immediately.

Date:

Signature with seal

Name :
Designation :

ANNEXURE - 8

COMPLIANCE STATEMENT

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Description	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexure, corrigendum(s) etc. stipulated by the CCSL in this RFP. (Any deviation may result in disqualification of bids)		
Scope of Work	We hereby certify that the Services offered by us for tender confirms to the Scope of the work (as per Schedule -1) stipulated by you except the following deviations.		

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that CCSL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if CCSL observes any misrepresentation of facts on any matter at any stage, CCSL has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that CCSL will have the right to disqualify us in case of any such deviations.

Date:

Signature with seal

Name :

Designation :

ANNEXURE - 9

CONFIRMATION LETTER

The Executive Vice President
Canbank Computer Services Limited
J P Royale, # 218, 1st Floor
2nd Main, Sampige Road, Near 14th Cross
Malleshwaram
BANGALORE – 560 003

Dear Sir,

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

We,(Bidder Full Name), hereby confirm that we have not been blacklisted by any Bank or by any MSP for any Service.

Date:

Signature with seal

Name :

Designation :

ANNEXURE-10

UNDERTAKING LETTER

The Executive Vice President
Canbank Computer Services Limited
J P Royale, # 218, 1st Floor
2nd Main, Sampige Road, Near 14th Cross
Malleshwaram
BANGALORE – 560 003

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

We,(Bidder Full Name), hereby undertake that,

1. We understand that CCSL shall be placing Order to Multiple Bidders exclusive of taxes only and that all applicable Taxes will be paid at prevailing rate against production of invoice / bills.
2. We undertake that CCSL will pay Service Taxes for Services.
3. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.
4. We undertake to submit Performance Guarantee / Security of **Rs.50,000/- per ATM** (Rupees Fifty Thousand only) for the number of ATMs outsourced to us within **15 (fifteen)** days from the date of receipt of your order in the form of Bank Guarantee or Fixed Deposit lien marked in the name of CCSL.
5. We undertake to sign the Contract / Agreement **within 15(fifteen) days** from the date of receipt of your work order, failing which CCSL may cancel the order.

Date:

Signature with seal

Name :

Designation :

ANNEXURE-11

COVERING LETTER FOR COMMERCIAL BID

The Executive Vice President
Canbank Computer Services Limited
J P Royale, # 218, 1st Floor
2nd Main, Sampige Road, Near 14th Cross
Malleshwaram
BANGALORE – 560 003

Dear Sir,

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE-12 COMMERCIAL BID** format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Date:

Signature with seal

Name :

Designation :

ANNEXURE - 12

COMMEERCIAL BID

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

FIXED COSTS:

Table - A

No.	SERVICES PROVIDED	RATE PER ATM PER MONTH In Rs.		
		Daily loading including daily EOD	Loading / EOD once in two days	Loading / EOD once in 3 days
1	Cash Replenishment			
2	FLM / SLM Co-ordination Services <i>(on all days as and when required and within the TAT time specified)</i>			
3	TOTAL COST PER ATM PER MONTH			
4	AMOUNT IN WORDS			

VARIABLE COSTS:

Table - B

No.	Service Particulars	Cost in Rs.	Cost in words
1	2 nd ATM in the same Site / Lobby% of the 1 st ATM Service Cost	
2	Replenishment of Publicity Materials – per visit per ATM site (as and when required)	NIL	NIL

Note:

1. Service Tax – Extra will be paid as applicable at the time of billing
2. Payment terms: 45 days from the date of submission of invoice/bill

Date:

Signature with seal

Name :

Designation :

ANNEXURE - 13

DRAFT AGREEMENT

SUB: RFP FOR “ATM CASH REPLENISHMENT AND ALLIED SERVICES”.

REF: Your RFP/ATM/02/2017-18 Dated 01/02/2018

This Agreement made at BANGALORE on between **M/s Canbank Computer Services Ltd., (CCSL)**, a subsidiary of Canara Bank, CCSL, a Company registered under the Companies Act, 1956, and having its Registered Office at **No. 218, 1st Floor, JP Royale, 14th cross, 2nd Main, Sampige Road, Malleshwaram, Bangalore-560003**, (hereinafter referred to as the “**CCSL**”) which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors, assignors of the first part.

AND

.....(**CRA Name**) company registered under theAct, having its Registered Office at(**full address**), hereinafter referred to as the “**Company**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the other part

- a. The Company is engaged in the business of ATM cash replenishment services, cash delivery and pick up services, cheque processing services, management consultancy and has considerable knowledge in providing such services.
- b. CCSL, with a view to render efficient and fast ATM Cash Replenishment and Allied services to its customers, has approached the Company, who has agreed to provide their specialized services to CCSL, having represented to CCSL that it is capable of doing so as they have sufficient experience and required manpower and infrastructure to undertake such services.
- c. The Company has registered themselves on(date of registration) under theAct.

CCSL requires the services of Replenishment of cash in ATMs (including daily servicing), Collecting and carrying cash for replenishing in the Automated Teller Machines (ATMs), Emergency Replenishment of cash, Supply and replenishment of Consumables, Collection of deposits and instruments from ATMs, First Level Maintenance, Co-ordination for Second Level Maintenance and Providing specific reports for MIS and has approached the COMPANY for the above said comprehensive services and other activities related to ATM services more fully described in the schedule hereafter called “AMS”.

The COMPANY has represented that they have the necessary expertise, infrastructure either directly or indirectly including trained Personnel, Security Arrangement,

Equipment and Vans etc. to undertake comprehensive AMS for the ATM/Equipments at CCSL's clients locations and also provide other support services as per terms and conditions detailed herein and in Schedules of the contract and CCSL has accepted the offer as per the terms and conditions stated herein.

The COMPANY and CCSL are herein after collectively referred to as the 'Parties' and individually referred to as 'Party'. NOW THIS AGREEMENT IS HEREBY AGREED, DECLARED AND WITNESSETH BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Definitions:

- 1.1 **"Nodal Branch"** means the branch of the Bank responsible for managing a group of ATMs of the BANK.
- 1.2 **"Base Branch"** means the Branch of the Bank where the COMPANY will have to submit the ATM cheque deposits and instruments picked up from the ATM.
- 1.3 **"NAP"** Centre is the Network Aggregation Point at each controlling Office of CCSL
- 1.4 **"TOE"** means the Technology Overseeing Executive of the Circle of the Bank.
- 1.5 **"CRA"** means Cash Replenishing Agency (**"Company"**) referred to in this Agreement.
- 1.6 **"Channel Manager"** is the personnel at each Nodal branch, who is the single point of Contact from the Bank's end for drawing cash and handing over JPT Rolls, Captured Cards, ATM Cheque deposits/ instruments and related reports.
- 1.7 **"NAP Coordinator"** is the Technology Management Section Manager at each NAP Location, who is the single point of contact from the Bank's end for submitting uptime reports, for reporting follow-up of ATM down calls/ Site maintenance calls / SLM Calls and incident Reporting.
- 1.8 **"Custodian"** is the authorized personnel of the COMPANY who holds the key to the Chest and the ATM for performing the authorized activities on the ATM.
- 1.9 **"FLM"** First level maintenance - service support activities to be done by the COMPANY
- 1.10 **"SLM"** Second Level Maintenance – service support activities to be done by the ATM vendor and all other associated vendor / agencies.

- 1.11 **"NAP"** Centre is the Network Aggregation Point at each controlling office of the CCSL's client.
- 1.12 ATM- MIS is undertaken by CCSL for and on behalf of its client and hence the term **"CCSL"** referred to in this agreement shall mean and include **"CCSL"** and or its **"CLIENTS"**
- 1.13 **"Sub-Contractor"** is the agency contracted by the **"COMPANY"** for providing some of the services under the contract.

2. The COMPANY shall provide the ATM Managed Services to **Canbank Computer Services Limited's** Clients as per the terms and conditions stated herein and described in all Schedules of the agreement.

- 2.1 The COMPANY shall ensure that their authorized representatives employees/personnel/staff shall at all times conduct themselves within the parameters of laws and shall not commit, abet or permit the commission of any illegal act or offence while fulfilling their obligations under this Agreement and in the event of any illegal act or offence being committed or abetted, COMPANY shall be liable for all consequences thereof and CCSL shall not be liable either directly or indirectly or for any reason whatsoever.
- 2.2 The COMPANY shall immediately notify CCSL in writing, with full details, if any of its authorized representative/personnel/employee/staff or any other person in connection with providing service under this agreement commits any breach of employment agreement or any act amounting to moral turpitude or has been arrested by the police or removed from the employment. Canbank Computer Services Limited shall have the right to call upon the COMPANY to replace any personnel of the COMPANY who, in the sole opinion of CCSL, is jeopardizing the interest of CCSL or its customers and the COMPANY shall forthwith comply with the requirement of CCSL.
- 2.3 The COMPANY shall be liable for any loss of cash entrusted to them or damage to ATM/equipments or CCSL's /CCSL's clients property and also for any damage/loss caused to CCSL due to the acts of their employees/representatives/ agents/ authorized persons, including the personnel and staffs of Sub-Contractors in providing services to CCSL under this agreement.
- 2.4 The COMPANY shall maintain Soft copies of complete records for a minimum period of 8 years from the date of activity / transaction of all the Cash handling services provided to CCSL in line with the best practices in the industry and makes available the same to CCSL for examination as and when required. However, hard copies of all

documents/reports submitted to CCSL shall be maintained for a period of 1 (one) year.

- 2.5 The COMPANY shall co-operate and render required assistance to CCSL to carry out surprise verification of the physical cash in the ATM and vaults of the COMPANY and ensure smooth completion of the activity. CCSL's cash stored in the COMPANY'S vault shall be kept segregated/ identifiable from any other cash stored in the COMPANY's vault. The COMPANY should have a foolproof auditable Electronic Settlement and Reporting system.
- 2.6 In instances, where The COMPANY acts as an outsourcing agent for multiple BANKs, care shall be taken to build strong safeguards so that there is no commingling of information/documents, records and assets. The COMPANY shall provide for isolation of CCSL's information. The COMPANY shall isolate and clearly identify CCSL's customer information, documents, records and assets to protect the confidentiality of the information.
- 2.7 The COMPANY warrants that cash given to the COMPANY for replenishment of ATMs shall be used strictly in accordance with the instructions of CCSL. The COMPANY shall not use any of such cash:-
- i. for the requirements of any of their other customers and/or
 - ii. for any other Bank's transactions,
 - iii. for any other use by the COMPANY
- 2.8 The COMPANY shall load the cash given for replenishment in the individual ATMs, as per the assessment made on a daily basis, on the same day. Wherever Cash is given for Night vaulting, the same shall be loaded on the next morning as per the indent provided by CCSL
- 2.9 The COMPANY hereby undertakes to ensure that there shall be dual operation control while replenishing the cash.
- 2.10 The COMPANY shall submit appropriate reports daily for each ATM to the designated offices/branches at a predetermined time, covering details of Opening Cash, Cash Dispensed, Cash replenished, Cash in Divert Bin/reject bin and Closing Cash apart from details of Cash in the COMPANY's Vaults/facilitation centres along with a detailed Cash Reconciliation Statement etc., and any other MIS reports required by CCSL from time to time duly authenticated by the Sub-Contractor and forwarded by the COMPANY under their covering letter. The COMPANY shall preserve all such reports/documents, generated for performance under this contract, to meet applicable legal, regulatory and contractual requirements and also as conveyed by CCSL from time to time.

- 2.11 Notwithstanding anything contained in this agreement, the responsibility and liability for shortage of cash detected in the ATMs for any reason whatsoever, including on account of erroneous loading, dispensation of fake notes through the ATMs or detection of fake notes in the cash trays/hoppers / purge bins at any time shall rest with the COMPANY and the COMPANY shall make good all the losses, expenses, cost, charges and damages suffered /incurred by CCSL in this regard.
- 2.12 The COMPANY shall take Insurance policy (ies) at their own cost for Cash in transit, Cash in vault and covering risks attributable to the fidelity of its employees who will perform their service to CCSL under this agreement and the policy (ies) shall be assigned in favour of CCSL's Client. The COMPANY shall provide the original/certified copies of the insurance policy (ies)/renewal policy to CCSL and ensures that they shall duly renew the insurance policy (ies) during the term of this agreement and keep the insurance in full effect and force during the term of this agreement. If policy is common for other / CCSL's clients /clients also, then COMPANY to ensure no average clause shall be applicable.
- 2.13 The COMPANY is responsible for loading ATM fit notes, the quantity and genuineness of the cash handed over by CCSL. The COMPANY is also responsible for Cash shortage, Mutilated notes and Fake notes found in the ATM.
- 2.14 The COMPANY shall prepare and maintain inventory of the ATM lobby such as ATM, Network equipment, UPS, electrical fitting, AC, other fixtures etc in coordination with CCSL/branch officials at Base branch / Nodal branch.
- 2.15 The COMPANY shall report to CCSL any untoward incidents in the ATM or in the course of providing service under this agreement.
- 2.16 The COMPANY shall inform CCSL and hold the cash safe in their/vault under force majeure conditions.
- 2.17 The COMPANY shall indemnify CCSL for the non-performance of their obligation under this agreement, as decided by CCSL.
- 2.18 The COMPANY ensures that the ADMIN card, pass word, physical/electronic keys of the ATM chest /ATM Hood and other hardware/equipments/ software/ shall be handled in a safe manner.
- 2.19 The COMPANY shall lodge complaints pertaining to second level maintenance with respective vendors including reporting of site problems such as problems with the Lighting, Air Conditioning, UPS, Civil fixtures, Networking, facility or environmental conditions, etc and get the problem rectified.

- 2.20 The COMPANY shall maintain accurate accounts and records location wise for all the activities/services performed by them under this agreement.
- 2.21 The COMPANY shall provide all Cash Balancing Reports after cash loadings at ATMs as per the format provided by CCSL/ CCSL's client. The cost of printing these forms (CBR Reports etc) will be borne by the COMPANY.

It is expressly agreed that in case of death or bodily injury to any authorized representative /personnel/ employees /staff /Sub-Contractor of COMPANY during the course of carrying out services under this Agreement, the **Canbank Computer Services Limited** shall not be liable or bound to pay any monetary compensation or otherwise in any manner, whatsoever.

3. **SERVICES:**

- 3.1 The Services to be provided hereunder by the Company is further described in "Schedule A B & C" of this Agreement. However, due to changing needs and requirement, Schedule A B & C of the Agreement may be amended from time to time with the consent of both the parties to this Agreement in writing.
- 3.2 For the purpose of this Agreement, each unit of CCSL (existing and new units identified) in various cities will be the "customer centers".
- 3.3 If CCSL proposes to designate any unit, affiliate, subsidiary in any city in India as customer centers, it will be entitled to do so with prior notification in writing to the Company, (provided that the Company has arrangements for rendering such services in such area).

4. **EFFECTIVE DATE:**

- 4.1 This Agreement shall be deemed to be effective from **xx-xx-xxxx**.
- 4.2 All terms and conditions as at herein shall have effect even during expired period i.e. when there was no written agreement between the parties.

5. **TERM:**

- 5.1 This Agreement shall remain in force for a period of **TWO YEARS** unless sooner terminated as stated in this Agreement,
- 5.2 The parties to this Agreement shall have a right to terminate this Agreement for convenience with or without assigning any reasons therefor, on giving not less than 180 days prior written notice of the intention to do so, to the other party. (Read clause 19 in conjunction)

- 5.3 Notwithstanding what is stated hereinabove, this Agreement shall, unless earlier terminated continue to be operative in full force and effect, even after the expiry of **TWENTY MONTHS** until renewed or terminated by written notice. During such continuation of the Agreement the terms and conditions herein recorded shall be valid, subsisting and remain binding on both parties.
- 5.4 On the expiry or termination of this Agreement, the Company shall hand over or cause to be handed over all the Confidential Information and all other related materials in its possession to an authorized official of CCSL.

6. COMPENSATION AND BILLING:

- 6.1 The Company will bill CCSL for the services rendered as set forth in “Schedule B” attached hereto and made a part thereof.
- 6.2 All bills should be received by CCSL within 21 days after month end for services rendered during the month. CCSL shall not be liable to pay any interest for delayed period. If the bills are found in order, then CCSL will make payment to the Company within 45 days from the date of receipt of the bill. Should there be a discrepancy in the bill raised by the Company; CCSL will communicate to the Company in writing within 7 days from the time of receipt of the said bill. The Company will respond in writing within 3 days along with the rectified bill (if necessary). However, should there be a dispute on such items / bill then CCSL will withhold only the bill / those items of discrepancy / dispute and settle all other pending bills. Pro-rata billing for the ATMs taken over during the course of the month.

7. WORK POLICY:

- 7.1 The Company agrees to employ its best efforts to meet CCSL’s assignment deadlines and standards as applicable.
- 7.2 The Company agrees and undertakes to honour and abide by the Quality Assurance Standard set by CCSL and meet time period stipulated by CCSL for attending any task / request / complaints. The Company will be liable to pay any proven cost / loss, damage etc., for the same as may be charged by CCSL and that such penalties will be adjusted against payment of service charges to the Company.
- 7.3 The Company shall not engage any person with criminal record / conviction or any person who participates in a pre-trial diversion programme. Any such person shall be barred from participating directly or indirectly in providing the services herein.

- 7.4 The Company agrees to comply with all of CCSL's standard / special physical security procedures in place at the location where the Company is performing work.
- 7.5 The Company agrees to comply with the stipulation of CCSL which prohibits the selling, distributing, manufacturing, processing, using or being under the influence of illegal drugs or illicit narcotics (non prescriptive medication) while on CCSL's business or on CCSL's premises. In the event that the Company or any of its employees, representatives violates the aforementioned policy, he / she shall be barred from performing any further services for CCSL WITH IMMEDIATE EFFECT.
- 7.6 The Company shall compensate CCSL for any proven loss and / or damage caused to CCSL as a consequence of non-compliance of all or any of the terms of this Clause or for the misconduct or negligence of all or any of its employees, representatives. In the event of such a claim for proven loss or damages being made by CCSL, CCSL shall be entitled to adjust such amounts as claimed against the future or outstanding payments due to the Company. Any such claim for loss and/or damage made by CCSL shall not amount to waiver of CCSL's right to terminate this Agreement or any of other rights available to CCSL either under this Agreement or otherwise howsoever.
- 7.7 Unless otherwise expressed, the Company shall meet the authorized personnel of CCSL to discuss and review its performance on a regular basis and minutes of such meeting be recorded, signed by both the parties to this Agreement and preserved.
- 7.8 It is understood by the Company that CCSL is an Equal Opportunity Employer and that in performance of this Agreement, the Company shall not engage in any conduct or practice which violates any applicable local, state or union law, order or regulation.
- 7.9 The Company agrees that in performance of the services hereunder, they will not make or offer to make any payment to or confer, or offer to confer any benefit upon any employee agent or fiduciary or any third party, with the intent of influencing the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with the services to be provided hereunder.
- 7.10 The Company agrees, represent and warrant that no CCSL Officer, Director, employee or immediate family member thereof (collectively, "CCSL Personnel") has received or will receive anything of value of any kind from the Company or its officers, directors, employees or agents in connection with this Agreement; and that no CCSL Personnel has a business relationship of any kind with the Company or its officers.

7.11 In the event this Agreement is terminated consequent to the non-compliance of the provisions herein, no further liabilities or obligations shall accrue to CCSL except for any charges due and owing at the time of such termination, for the services rendered under this Agreement prior to such termination.

8. RESPONSIBILITY:

- 8.1 The COMPANY shall perform the Services in a consistently competent and professional manner with high standard of work competence.
- 8.2 The Company will be responsible as regards ATMs of CCSL's clients located at off-branch and Branch locations for
- i. Transportation of cash from designated branch of CCSL's Clients to the safe deposit vaults for retention of the cash until loading in the Respective ATMs;
 - ii. Transportation of cash from safe vault to the respective ATMs;
 - iii. Loading of the cash into respective ATMs;
 - iv. Transportation of cash and cheques of CCSL's Clients deposited by their clients in the respective ATMs to the designated branch; and
 - v. To carry out any or all the above functions as per needs required by CCSL.
- 8.3 The COMPANY ensure that at all times during the term of this Contract, shall:
- i. Act diligently, ethically and honestly;
 - ii. Comply with all procedures, rules, regulations, standards of conduct and lawful directions of CCSL/CCSL's client as communicated to the COMPANY by CCSL/ CCSL's client.
 - iii. Not act in any manner which would disrupt or adversely affect the Bank business, reputation, interests or goodwill.
 - iv. Not breach the terms and conditions of this agreement.
- 8.4 The COMPANY shall provide to CCSL/CCSL's client the details of their designated authority and authorized representative/personnel/Staff including the details of personnel and staff of Sub-Contractors who will perform the service under this agreement along with their specimen signatures and photographs.

- 8.5 The COMPANY shall ensure that all their Authorized representatives, personnel and employees shall display a signed photo identity card issued by them duly attested by their designated Authority, while providing the services under this agreement.
- 8.6 The COMPANY shall engage/employ only persons with good track record and antecedent for performing the service under this agreement. For this purpose, the COMPANY shall verify the antecedent, track record of the person and shall also exercise due diligence while engaging personnel for the performance of the services under this agreement.
- 8.7 The COMPANY is responsible for the Downtime due to the reasons attributable to them and CCSL/ CCSL's Client shall decide whether the downtime is due to the reasons attributable to the COMPANY or not. The COMPANY shall be liable to pay the penalty as decided by the CCSL/ CCSL's Client for the downtime caused by them and the decision of the CCSL/ CCSL's Client regarding the reasons for downtime and charging penalty shall be final and binding on the COMPANY. The downtime shall start from the time of reporting to the COMPANY.
- 8.8 The COMPANY shall ensure that one set of Chest Keys and the Passwords of ATM are kept by the Company's personnel, other than the custodian, at their Office, in sealed envelopes and kept under dual safe custody, for meeting any emergent situations.
- 8.9 The COMPANY or its employees / representatives shall not use the name and/or trademark/logo of CCSL/ CCSL's Client in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the CCSL/ CCSL's Client.
- 8.10 The COMPANY shall have their own reconciliation mechanism for tallying/reconciling cash given by the CCSL/ CCSL's Client/loaded at ATM/excess/shortage of cash etc.
- 8.11 The COMPANY shall bestow due attention for proper maintenance of ATMs.
- 8.12 During each of the aforesaid operations mentioned at 8.2 above, cash and cheques in custody of the Company will be held as bailee for CCSL and in trust for CCSL and the Company shall not claim any right or lien of any kind over the said cash and / or cheques for any purpose / payment / claim by the Company against CCSL of whatsoever nature.
- 8.13 During each of the aforesaid operations mentioned at 8.2 above, cash and cheque shall be in custody and control of the Company and the Company shall be liable for its safekeeping and hold the same at entire risk of its own and shall be liable in case of any loss and / or theft.

- 8.14 The COMPANY shall provide to CCSL/CCSL's client the details of their designated authority and authorized representative/personnel/Staff including the details of personnel and staff of Sub-Contractors who will perform the service under this agreement along with their specimen signatures and photographs.
- 8.15 The COMPANY shall ensure that all their Authorized representatives, personnel and employees shall display a signed photo identity card issued by them duly attested by their designated Authority, while providing the services under this agreement.
- 8.16 The COMPANY shall engage/employ only persons with good track record and antecedent for performing the service under this agreement. For this purpose, the COMPANY shall verify the antecedent, track record of the person and shall also exercise due diligence while engaging personnel for the performance of the services under this agreement.
- 8.17 The COMPANY is responsible for the Downtime due to the reasons attributable to them and CCSL/ CCSL's Client shall decide whether the downtime is due to the reasons attributable to the COMPANY or not. The COMPANY shall be liable to pay the penalty as decided by the CCSL/ CCSL's Client for the downtime caused by them and the decision of the CCSL/ CCSL's Client regarding the reasons for downtime and charging penalty shall be final and binding on the COMPANY. The downtime shall start from the time of reporting to the COMPANY.
- 8.18 The COMPANY shall ensure that one set of Chest Keys and the Passwords of ATM are kept by the Company's personnel, other than the custodian, at their Office, in sealed envelopes and kept under dual safe custody, for meeting any emergent situations.
- 8.19 The COMPANY or its employees / representatives shall not use the name and/or trademark/logo of CCSL/ CCSL's Client in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the CCSL/ CCSL's Client.
- 8.20 The COMPANY shall have their own reconciliation mechanism for tallying/reconciling cash given by the CCSL/ CCSL's Client/loaded at ATM/excess/shortage of cash etc.
- 8.21 The COMPANY shall bestow due attention for proper maintenance of ATMs.
- 8.22 During each of the aforesaid operations mentioned at 8.2 above, cash and cheques in custody of the Company will be held as bailee for CCSL and in trust for CCSL and the Company shall not claim any right or lien of any kind over the said cash and / or cheques for any purpose / payment / claim by the Company against CCSL of whatsoever nature.

- 8.23 During each of the aforesaid operations mentioned at 8.2 above, cash and cheque shall be in custody and control of the Company and the Company shall be liable for its safekeeping and hold the same at entire risk of its own and shall be liable in case of any loss and / or theft.

9. INDEPENDENT CRA:

- 9.1 The Company and / or its employees, agents and representatives shall perform all services hereunder as an Independent CRA on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. The Company acknowledges that it's rendering of services is solely within it's own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of CCSL or any subsidiary or affiliate thereof.
- 9.2 The Company's personnel, employees, agents, Sub-Contractors etc., have no authority / right to bind CCSL in any manner. It is also clarified that the personnel or employees being provided by the Company shall be employed by the Company and governed by terms of the Company's Employment and the Company shall be solely responsible and liable in the event of any adverse claims of whatsoever nature made on CCSL by the employees of the Company and that CCSL or any Executive of CCSL shall not be in any way, liable in the matter.

10. SUB CONTRACT:

The Company cannot enter into any Agreement with any COMPANY or sub-Contractor in connection with the services required to be provided by the Company under this Agreement without the prior written consent of CCSL and there shall not be any obligation or liability on the part of CCSL to pay or see to the payment of any money due to any COMPANY or Sub-Contractor.

11. TAXES:

- 11.1 The Company shall be solely liable for the payment of all taxes, duties, fines, penalties etc., by whatever name called as may become due and payable by the Company under the local, state and/or central laws, rules and/or regulations as may be prevalent and or be imposed afresh and as amended from time to time in relation to the services rendered pursuant to this Agreement.

- 11.2 CCSL shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by the Company under the local, state and/or central laws, rules and/or regulations as may be prevalent and / or be imposed afresh and as amended from time to time.
- 11.3 Nothing contained herein shall prevent CCSL from deducting tax deductible at source as required by any law/s or regulation/s. CCSL shall furnish to the Company the certificate/s for deduction of tax at source within the statutory time limit. CCSL will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the relevant financial year.
- 11.4 The Company shall co-operate fully in the defense of any claim/s by any local, state or union authorities against CCSL with respect to any taxes and/or duties due and payable by the Company and/or individuals assigned by the Company under this Agreement. Without limiting the generality of the foregoing, the Company shall upon request by CCSL, promptly furnish to CCSL all documents, evidences in a form satisfactory to CCSL to defend such claim/s.
- 11.5 In the event any other tax, charge or levy on the value of services rendered becomes payable by the Company due to act of any Government Authority, the same shall be borne by the Company.
- 11.6 The above terms and conditions shall survive this Agreement and remain in effect until the statute or limitations including extensions thereof for all claims by local, state or union government authorities against CCSL for taxes and duties expire.

12. COMPLAINT WITH LAW:

- 12.1 The Company hereby agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, CCSL is informed or information comes to CCSL's knowledge that the Company is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), CCSL shall be at liberty to terminate this Agreement with immediate effect. However, CCSL shall be liable to pay to company in respect of the services provided to CCSL till the date of termination of this Agreement.
- 12.2 The Company shall establish and maintain all proper records particularly accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records and returns as

applicable under the Labour Legislation, in respect of services provided by the Company under this Agreement.

- 12.3 The COMPANY shall maintain all proper records but not limited to accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records and returns as required under Labour Legislations. The COMPANY further agrees that notwithstanding the termination of this agreement either by the efflux of time or otherwise, the COMPANY shall provide the above details to CCSL as and when demanded for submission to the authorities.

13.INSPECTION AND RIGHT TO AUDIT:

- 13.1 The Company shall keep complete and accurate records of all the operations in connection with the service provided to CCSL. All said records (hard copy) shall be kept on file by the Company for a period of 1 (one) year from the date the record is made.
- 13.2 The Company shall, upon reasonable notice, allow CCSL, its management, its auditors / clients and/or its regulators, the opportunity of inspecting, examining and auditing/the Company's operations and business records which are directly relevant to the services and financial agreements, as set forth in this Agreement.
- 13.3 The Company shall co-operate with CCSL's internal or external auditor to ensure a prompt and accurate audit of work done by them. The Company shall also co-operate in good faith with CCSL to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after receipt of CCSL's audit report. If, such audits discover discrepancies or overcharges, then upon completion of such audit or review, the Company shall be bound and liable to reimburse to CCSL such discrepancies or overcharges. CCSL's decision about completion of Audit shall be final. And in case if the audit discovers undercharges then upon completion of the audit or review, CCSL shall reimburse to the company.
- 13.4 In no event shall CCSL be liable for any indirect, special or consequential damages, which may arise under this Agreement.
- 13.5 The COMPANY shall allow CCSL, its authorized representatives, internal and external auditors, inspectors, regulators and other representatives that CCSL may designate or the Reserve Bank of India and its representatives or authorized persons, from time to time, to inspect, audit or take copies of any Records and other pertinent information maintained by them/their Sub-Contractor in relation to the services rendered under this agreement to:

- a. Verify the accuracy and completeness of the COMPANY;
 - b. Verify the compliance with applicable Laws by COMPANY;
 - c. Examine the controls, processes and procedures utilized by the COMPANY in connection with the performance of its obligations under this Agreement;
 - d. For any other reason as decided by CCSL.
- 13.6 The COMPANY shall provide all assistance requested by CCSL or its representative in conducting any such audit and shall make available required documents, records and information during the term of this agreement. The COMPANY shall set right the deficiencies found as a result of inspection/audit within a reasonable time to the satisfaction of CCSL.

14. CONFIDENTIALITY AND SECRECY:

- 14.1 The Company acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, ATM physical keys, electronic combination lock/ ATM Chest password, ATM Admin cards and passwords, customer ATM cards and all the instruments picked from ATMs, data, papers, statements, recorded images from surveillance camera, any business / customer information, trade secrets and process of CCSL as well as CCSL's clients relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by CCSL and shall be considered to be confidential and proprietary information (“Confidential Information”) by the company.
- 14.2 The Company shall ensure that all such information mentioned hereinabove or any other information coming to their knowledge during the course of this service or otherwise is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by CCSL. The Confidential Information will be safeguarded and the Company will take all necessary action to prevent misuse.
- 14.3 The Company acknowledges its liability and responsibility, in the event of any breach or threatened breach of this clause by the Company and/or by any individual assigned by the Company for the performance of the services under this Agreement.
- 14.4 The COMPANY ensures that all their authorized representative personnel/employees/staff will not disclose to any third party any confidential information concerning the business of CCSL and shall take such steps at their own expense as CCSL may direct, in order to restrain any breach of the terms of this clause.

- 14.5 The COMPANY fully understands that all the materials provided by CCSL to the COMPANY and all materials including the confidential information which the COMPANY may have access in the course of performing service under this agreement are the property of CCSL and the COMPANY does not have any right over it except for the limited purpose of providing service under this agreement and all materials provided by CCSL shall be returned by the COMPANY to CCSL on the expiry/termination of this agreement.
- 14.6 The obligations of the COMPANY under this clause will survive even after the expiry or termination of contract.

15. REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION:

If the Company is directed by court order, subpoena or other legal or regulatory request or similar process to disclose information recorded on any documents or any of CCSL's Confidential Information, the Company shall notify CCSL in writing, in sufficient detail within a reasonable time upon receipt of such court order, subpoena, legal or regulatory request or similar process, in order to permit CCSL to make an application for an appropriate protection order (which CCSL may pursue at its own expenses). Such notice shall be accompanied by a copy of the court order, subpoena, legal or regulatory request or similar process, all relative and or relevant and necessary information thereof. CCSL's decision there on to be final and to be complied by the company.

16. INSURANCE:

- 16.1 The Company shall arrange for insurance cover at its own cost (a) for such amount or amounts as may be necessary in respect of the Services for (a) all cash to be collected, carried in transit for depositing/ in replenishing the ATMs and also for storing in the Company Vaults, deposited and stored in its vaults by it and (b) for fidelity insurance cover for such amount as may be deemed necessary for all its employees or representatives who will be rendering the services. The Company agrees to consult with CCSL on the terms and conditions of such insurance cover. The Company agrees to observe all the terms and conditions of Insurance so as to keep it in force and to ensure that proper claim settlements Procedure is observed, in toto, if necessity occurs thereof. CCSL's Clients shall be the "Loss Payee" on all such policies and the Company shall lodge copies of such POLICIES and endorsements with CCSL/CCSL clients.
- 16.2 In the event of the claim, CCSL will extend to the Company all co-operation required to finalize insurance claim procedures as may be required by the Insurance Company and CCSL's decision on compliance will be final.

16.3 The Company undertakes to assist in procuring the amounts as claimed by the Company/CCSL / CCSL's client and or granted by the Insurance Company within reasonable time from the date of lodging the claim with the respective Insurance Company. The Company will ensure all steps necessary in case of any rejection of claim as are lawful in the opinion of CCSL, at costs of the Company. Upon failure of the Company to do so, CCSL is hereby authorized to take action within reasonable time for the aforesaid purpose at the costs of the company.

17. LIMITATION OF LIABILITY:

17.1 The Company shall be liable to CCSL for all or any claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act in respect of any of the services under this Agreement and / or any loss and / or damage caused to the property of CCSL / CCSL's Client, in particular to CCSL / CCSL's Clients documents, items etc., while in its possession. CCSL's decision there to shall be final and binding on the company.

17.2 The Company shall be liable for any proven indirect, special or consequential damages to CCSL, which may arise as a result of non-performance or contravention of all or any of the terms and conditions under this Agreement. In the event of any such damages occurring to CCSL, the Company shall be liable to compensate the damages and CCSL shall be entitled to adjust the amounts so claimed as damages against the future or any payments due by CCSL to the Company. If no amount is so due by CCSL, then the Company shall arrange to pay separately all such amounts within reasonable time from date of written communication by CCSL thereon, without seeking proof thereto by the Company from CCSL.

18. INDEMNITY:

The Company agrees and undertakes to indemnify CCSL / CCSL's Clients and further undertakes to fully compensate CCSL in case of any prejudice, claim or any loss / indirect loss arising or accruing to CCSL on account of any act, commission or omission attributable to the improper handling of CCSL's / CCSL's Clients' machines, software, infrastructure, documents or due to the negligence of any person of the Company and / or its employees or on account of loss of cash or documents in transit or while in possession of the company or its employees, representatives; or on account of any disclosure of the Confidential information or otherwise howsoever. CCSL's decision about such event shall be final and binding on the company.

18.1 Failure to perform any of the undertakings, covenants, obligations under this Agreement.

- 18.2 Breach of warranty contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements;
- 18.3 Improper or negligent performance, dishonest, criminal or fraudulent act or Omission, loss to the cash in the custody of the COMPANY and ATM.
- 18.4 Negligent/improper act resulting in defect/loss of whatsoever nature to ATM.
- 18.5 Disclosing the Confidential information to any third party or using the Confidential Information for any purpose other than specified by CCSL.
- 18.6 In this regard, the estimation of the claim or loss so caused of whatsoever nature shall be as decided by CCSL, which shall be final and binding on the COMPANY and the amount of claim or loss shall be paid by the COMPANY to CCSL in the manner directed by CCSL.

The warranties, representations, guarantees and indemnities of the Company as set forth in this agreement are exclusive and in addition to all other warranties, representations, guarantees and indemnities, whether express or implied arising by law, custom, or otherwise.

19. DEFAULT AND TERMINATION:

Notwithstanding anything herein contained, CCSL may terminate this Agreement by giving Thirty (30) days' notice in writing to the Company under any one or more of the following conditions:-

- 19.1 In the event of any default by the Company, if in the reasonable opinion of CCSL, performance of any of the services under this Agreement by the Company is not acceptable as being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service, or services opposed to public policy.
- 19.2 If the Company fails to perform the services under this Agreement or to observe any of its obligations or breached all or any of the terms of this Agreement.
- 19.3 If the Company discontinues its business.
- 19.4 If the Company passes its management and or control to another Company / owner, not approved by CCSL.
- 19.5 If a petition for winding up is filed against the Company and such petition is not dismissed within Ninety (90) days after filing and / or if the Company makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of the properties of

the Company. CCSL shall have liberty to examine such proceeding and to take decision thereon.

- 19.6 If in the opinion of CCSL the interest of CCSL / CCSLs clients' are jeopardized in any manner whatsoever.
- 19.7 It is hereby, agreed and understood by the parties that the provisions of this clause shall not limit or restrict nor shall they preclude CCSL from pursuing such further and other legal actions, against the Company for any breach or non-compliance of the terms of this Agreement, as may be necessary.
- 19.8 In the event that this Agreement is terminated for any reasons, the Company shall forthwith hand over to CCSL all documents, material and any other property belonging to CCSL / CCSL's Client that may be in the possession of the Company or any of its employees, agents upon receiving the full payment from CCSL in respect of the services provided by the company till the date of termination of the Agreement. Save and except payments under dispute. The decision of CCSL hereon shall be final and binding on the Company to the extent of getting back the documents / equipments regardless of payment as CCSL has to continue services to customers.

20. PUBLICITY:

The Company or its employees and representatives shall not use the name and/or trademark/logo of CCSL / CCSL's Clients in any sales or marketing publication or advertisement, or in any other manner without prior written consent of CCSL.

21. SUCCESSORS:

This Agreement binds the heirs, executors, administrators, successors and permitted assigns of the Company and CCSL with respect to all covenants herein, and cannot be changed except by written Agreement signed by both parties. The term "Company" and "CCSL" wherever used in this Agreement shall mean and include its directors, employees, agents, associates and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents and representatives, permissible under law.

22. ASSIGNMENT:

- 22.1 In the event of a reorganization, merger or acquisition or related activity in which the Company passes management or control to other owners with its rights under this Agreement, CCSL reserves the right to terminate this Agreement if management or control of the Company vests in any of CCSL's / CCSL's Clients competitors, whether a direct or indirect competitor. CCSL's decision shall be final.

22.2 The Company undertakes not to transfer, or assign this Agreement or any right or obligation under it to any other person, firm, company or entity without CCSL's prior written consent and if any such assignment is as a result of operation of any laws, then CCSL shall have the option on such assignment to terminate this Agreement.

22.3 CCSL may assign this Agreement to its parent body or any of its subsidiaries or affiliates upon the prior written consent of the Company, which consent shall not be unreasonably withheld by the Company. Upon expiry of 45 days of intimation to this effect by CCSL, if the Company fails to give consent to CCSL, then it shall be presumed to have consented thereto.

23.FORCE MAJURE

If the whole or any part of the performance by the parties or any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or event beyond the control of the parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of Government, Custom, Barriers, or other causes of character beyond the control of the parties, then to the extent the parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance. CCSL's decision shall be final.

24.ARBITRATION:

In the event of disputes, controversies, difference of opinion and claims out of or in connection with Agreement or in any way relating hereto or any terms, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to settle such differences, disputes, claims or questions by friendly consultation negotiation and failing settlement, the same shall be referred to Arbitration of two Arbitrators, one to be appointed by the Company and the other to be appointed by CCSL, for determination of specific issues. An Expert Arbitrator will be mutually agreed upon by the parties hereto and such arbitration shall appoint an Umpire before entering on the reference. Such arbitration shall be held in accordance with The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Bangalore and the proceeding shall be in English language.

25.GOVERNING LAW / JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Bangalore only.

26. FORBEARANCE:

The failure on the part of CCSL to insist upon the performance of any terms and conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this Agreement shall not be construed as a waiver on the part of CCSL of any terms, conditions, rights or privilege, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf. CCSL's decision being final and binding thereon.

27. PROPRIETARY RIGHTS:

The Company further warrants to CCSL during the tenure of this Agreement that the materials, documentation, analysis and services to be delivered or rendered hereunder, will be of the kind and quality designated and shall meet specifications as determined in CCSL's sole and exclusive discretion, from time to time.

28. SURVIVAL OR PROVISIONS:

The terms and provisions of the Agreement are so, that by their nature and contents these are intended to survive the performance hereof by any or all parties hereto then it shall so survive till completion and / or termination of this Agreement, also.

29. SEVERABILITY:

If any term or provision or this agreement is declared invalid by a court or competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and shall be in full force and effect.

30. BUSINESS CONTINUITY PLAN:

A documented Business Continuity Plan may be provided.

31. RIGHTS AND REMEDIES:

All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly and concurrently.

32. CORPORATE AUTHORITY:

The Company represent that they have taken all necessary corporate action to authorize the execution and consummation of this agreement.

33. **THIRD PARTY BENEFICIARIES:**

Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than that of the Company and CCSL. CCSL's decision will be final and binding hereon.

34. **COMPLETE AGREEMENT:**

This Agreement supersedes any and or all agreements, contracts or addenda relating to the Company. This agreement is entire in itself and cannot be changed or terminated orally. No modification waiver or amendments of this Agreement shall be binding unless communicated in writing and signed by both parties. All legally required amendments shall automatically become an integral part of this Agreement, without further consents thereto.

This Agreement, together with Schedules A B C and the addenda, is the entire Agreement and expresses the complete, exclusive and final understanding of the parties with regard to the subject matter herein and may not be altered, amended or in case of inconsistency between this Agreement, the schedules and addenda, the order of precedence to use in resolving such conflict or inconsistency shall be this Agreement; the Schedules and the Addenda.

By signing the duplicate of this Agreement and Schedules, the parties hereto shall be deemed to have acknowledged having understood the terms hereof and the procedure set out in and terminology used in the Schedules and to accept and agree to the terms hereof and the parties shall be bound to comply with the same.

35. **DEFECT LIABILITY:**

In case any of the supplies/services under the Contract are found to be defective as to material and quality / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, the COMPANY shall forthwith replace/make good such defective supplies/service at no extra cost to CCSL without prejudice to the other remedies as may be available to CCSL under the contract.

36. **PENALTY:**

The COMPANY agrees that, if they fail to attend any complaint lodged by CCSL/ CCSL's client with regard to FLM, Replenishment of Cash and consumables, Improper Housekeeping and provide resolution within the permissible time from the time of reporting by CCSL, **CCSL will charge penalty as per SCHEDULE C** for the respective services of that particular ATM subject to the maximum of the service charges for the month for that location. The penalty will be calculated per incidence per ATM. Further the COMPANY agrees that, if any FLM call is passed on to the SLM agency and any charges levied by the SLM agency shall be borne by them.

37. NOTICES:

Notice or other communications required to be given under this agreement shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post, or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post within five days of the transmission by facsimile, to the following address of the receiving party by the other in writing or to such other address as may be notified by the receiving party to the other in writing provided such change of address has been notified at least 10 days prior to the date on which such notice has been given under the terms of the contract.

Canbank Computer Services Limited # 218, J P Royale, 1 st Floor 2 nd Main, Sampige Road (Near 14 th Cross), Malleswaram Bangalore – 560 003	CRA Name & Full Address
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38. All correspondence, notices or any other communication, shall be deemed to have been duly and sufficiently served on the parties seven (7) days after the same shall have been delivered to the post office, properly addressed to the parties at the above mentioned respective addresses or, as otherwise intimated by the parties, and if delivered to the parties against acknowledgement such correspondence, notices, or lack of any other communication shall be deemed to have been duly served as per the date of delivery.

This Agreement shall be executed in Single, CCSL is entitled for the Original and The Company for the photocopy of the agreement duly signed.

For **CANBANK COMPUTER SERVICES LIMITED**

For **XXXXXXXXXXXXXXXXXX**

Authorised Signatory

Authorised Signatory

Name:

Name:

Signature Witness:

Signature Witness:

1.

1.

2.

2.

Date:

Signature with seal

Name :

Designation :

SCOPE OF SERVICE OF THE COMPANY

SCHEDULE "A"

This Schedule A is made part of the Agreement dated XXXXXXXX between Canbank Computer Services Limited (CCSL) and Writer XXXXXXXX., (COMPANY)

The **COMPANY** agrees to provide the following ATM Managed Services to CCSL:

1. Cash Replenishment Services
2. First Level Maintenance Services
3. Replenishment of Consumables (JPT, RPT Rolls and Ribbons)

1. Cash replenishment services:

- 1.1 The COMPANY shall collect cash based on CCSL's assessment for replenishment daily.
- 1.2 For replenishment on holidays, the COMPANY shall collect cash from the CCSL prior to holiday/s based on CCSL's assessment and vault the same.
- 1.3 CCSL may at its sole discretion obtain from the Bank and buffer cash to the COMPANY for replenishment in ATMs in emergency situations but if suggested by the COMPANY for certain ATMs then the CCSL would consider this as a requirement for the COMPANY to meet the Service Level Agreements. The buffer cash needs to be vaulted at the COMPANY's vault.
- 1.4 The vaults of the CRA shall be secure and as per specifications of RBI, if any, and the agency shall be authorized by RBI/Appropriate approval agency/CCSL, to undertake the services.
- 1.5 If there is buffer cash provided by the CCSL for emergency replenishment, the same shall be stored over night in the vault (safe) of the COMPANY, at locations where the COMPANY has its Branches/ Vaulting facility.
 - 1.5.1 Access to Vault room and safe/vault will be under Dual Custody i.e. two personnel of the CRA's personnel will be jointly required for safe/vault operations, and under no circumstances there shall be any operation by a single person the keys for the said vault shall be retained by the said employees of the COMPANY, who have been authorized to operate the vault. A suitable registers to be maintained at the Vault and shall be available for inspection by the CCSL.
 - 1.5.2 The said keys shall be in dual custody of the said persons so authorized. Storage of the excess cash, as provided for under this clause shall be at the sole risk and responsibility of the COMPANY/CRA's.
- 1.6 COMPANY shall provide a list of authorized persons in each center, along with the photographs and signatures, duly attested by the authorized signatories of CRA, to Nodal branch of CCSL, to pick up and replenish cash.

Changes shall be conveyed regularly. Such authorized persons shall carry their Staff ID Cards issued by CRA.

- 1.7 Cash Replenishment Services shall be normally scheduled. Unscheduled replenishment is to be prevented. The COMPANY shall respond to unscheduled requests in emergent /Cash out situations without any additional cost to the CCSL.
- 1.8 Upon receipt of cash, it is the COMPANY's responsibility to count and scan the same before leaving the CCSL's distribution centre, to ensure replenishment of correct currency and to avoid future disagreements. The COMPANY shall be liable for any currency shortages / fake currency noticed subsequently.
- 1.9 The COMPANY shall be liable for any fake currency, noticed subsequently and shall reimburse the financial loss to CCSL in addition to any penalties imposed by enforcing authorities.
- 1.10 The COMPANY shall pick up cash and the Cash-in- transit will be done in secure armored cash vehicles, having a crew of a driver, two armed security guards, as per requirements of RBI, and two ATM operators (custodians- dual operation), from the Nodal branches of the CCSL for replenishment. The time lag between picking and replenishment of cash should be kept at the minimum.
- 1.11 Cash shall be replenished in ATM-supervisory mode. Two authorized officials shall undertake the job. A single person shall not be allowed to replenish cash. Dual control system should be followed. The security code of the ATM Chest lock has to be changed periodically. The CCSL will provide Admin Cards for the use by the COMPANY's personnel while replenishing cash to make necessary updations at the ATM.
- 1.12 The COMPANY shall load back equivalent number of ATM fit notes to replace Rejected notes (Non ATM fit notes).
- 1.13 The COMPANY shall load back the following also:
 - 1.13.1 **Money-in-drawer** - Cash not taken by the customer if any (fully or partially)
 - 1.13.2 **Self Test Cash** - Cash picked from cassettes during daily service (self test)
 - 1.13.3 **Excess Cash / Cash in Purge Bin:**
- 1.14 The COMPANY to load back the cash to ATM while tallying as overages and it will be declared and certified in the Cash Balance Report. Suitable information and a certified report is to be passed to the Nodal branch for accounting
- 1.15 The COMPANY shall take adequate care while operating the cash cassettes and if the Cassette needs to be broken-open due to any fault, the associated

costs have to be borne by the COMPANY unless it is proven by the COMPANY, to the satisfaction of the ATM vendor, that the fault was inherent to the cassette.

1.16 The COMPANY shall change the ATM passwords periodically and on every occasion of change in their personnel dealing with the service, the passwords need to be immediately changed and kept under safe custody.

1.17 **The COMPANY shall ensure that the custodians follow the ADMIN CARD function/usage as follows:**

1.17.1 Usage of Admin card is mandatory to increase/decrease cash as the Custodian is required to tally physical cash with cash as shown in the Journal and as shown by ATM Switch.

1.17.2 ATM Balancing is one of the most important activities to be performed by the Custodians at the ATM with the help of ADMIN card.

1.18 **Steps to go to Administrative function by using ADMIN card:**

1.18.1 Insert ADMIN card

1.18.2 Enter PIN

1.18.3 Go to "Balance Enquiry"

1.18.4 Select the option "Savings"

1.18.5 Opt "Yes" under "Do You Wish to Print Receipt"

1.18.6 Under "Select Administrative Function" following option appears:

BALANCE TERMINAL

MID-POINT ADJUSTMENT

PRINT MACHINE SUB TOTAL

1.18.6.1

BALANCE TERMINAL: This transaction gives 2 options "Standard Replenishment" and "Current Cash:

"Standard Replenishment" :This option makes all the counters to zero

"Current Cash" : This option makes Begin cash and End

Cash the Same. Cash out, Cash Increase & Cash Decrease become zero in TDF (Transaction Data File)

Note: Custodians should not opt "BALANCE TERMINAL" option as cash position becomes "Nil" at ATM Switch.

1.18.6.2 MID-POINT ADJUSTMENT:

This transaction is to increase or decrease cash in hoppers (cash cassettes). This has two options.

"Increase cash"

"Decrease cash"

Opting any one of the above will show the hoppers as follows:

For NCR ATMs

For Diebold ATMs

Cassette # 1(Rs.1000) Cassette # 1 (Rs.1000)

Cassette # 2(Rs.500) Cassette # 2 (Rs.500)

Cassette # 3(Rs.100) Cassette # 3 (Rs.100)

The total amount increased or decreased in the hopper can be indicated after choosing particular hopper.

1.18.6.3 PRINT MACHINE SUBTOTALS:

This transaction will print the cash increased, cash dispensed and cash available in each hopper.

1.19 PIN Change:

PIN of ADMIN card may be changed by using PIN Change option in the ATM.

1.20 Safe keeping of ADMIN card:

1.20.1 Card Division of the CCSL will produce 2 ADMIN Cards per ATM branch and send the same to the Nodal branch. One ADMIN card shall be held by one of the Custodians designated for ATM functions who holds ATM chest door key. PINs of Admin cards (also whenever it is changed) to be written on a paper and kept under dual control in the safe custody of the CRA engaged by the COMPANY in a sealed cover. When the authorized officer designated for ATM functions goes on leave, ADMIN card to be handed over to other Custodian in charge of ATM function after making due entries in a register, the format of which is given below.

Date	Officer from whom handed over	Officer to whom handed over	Reason for handing over	PIN change effected date

1.20.2 PIN shall be changed by the Custodian who is taking over the ADMIN card.

1.20.3 Second ADMIN card shall be kept in Dual control by CCSL. Second ADMIN card may be used for any contingency. Then the first ADMIN card to be destroyed duly making a note in the register. In lieu of the destroyed card, a fresh request to be made to the Nodal branch. Nodal branch shall take-up with Card Division for issuance of one more ADMIN card and other procedure as explained above shall be followed.

1.20.4 Loss of ADMIN cards shall be reported to the Nodal branch who in turn shall report to Card Division/ATM Switch Centre.

2. First Level Maintenance Services :

- 2.1. The COMPANY shall arrange for a separate team to attend all FLM calls pertains to Top Hatch calls (other than chest operations) as reported by nodal branch.
- 2.2. The COMPANY should attend and rectify the problem, within the permissible resolution time on receipt of the complaint and also on emergency basis. If the ATM Center is at a Municipal/Corporation limits or where the CCSL's Circle Office is located, for FLM calls the COMPANY should attend and resolve the reported problem within 2 Hours from the time of reporting by the CCSL. If the ATM Center is at a rural area, the complaint should be resolved within 4 Hours. For ATMs in rural area exclusions for travel time would be granted.
- 2.3. The COMPANY shall report and Co-ordinate with the vendors for Second Level Maintenance, besides referring to Nodal branch for follow-up.
- 2.4. The COMPANY shall load ATM screens as and when the CCSL decides to modify/ add to the existing screens.
- 2.5. The COMPANY shall undertake basic remedial maintenance, which consists of servicing obvious items that will prevent a repeat or subsequent FLM call.
- 2.6. The COMPANY shall provide the CCSL the contact details for lodging of FLM calls. The CCSL agrees to lodge the FLM call at the contact provided by the COMPANY. However, the COMPANY shall also ensure that the Custodian visiting the ATM undertakes the FLM activity, if any, during regular visits for cash replenishment.
- 2.7. Video Surveillance: Reporting problems related to the Video surveillance system (VSS)
- 2.8. The COMPANY shall replenish consumables such as printer rolls, printer ribbons, printer cartridges, deposit envelopes, etc exhausted during the course of an FLM service call on all the days and also on emergency basis.
- 2.9. Pick up of Cheque Deposits, Instruments, captured cards, JPT rolls etc:
 - 2.9.1 The COMPANY shall pick up ATM cheque deposits and instruments from the ATM daily and submit to the Base Branch except on Bank holidays. In the event the COMPANY cannot submit the instruments and deposits to the Bank on the same day, for any valid reason, to be informed to the Nodal branch in advance.
 - 2.9.2 The COMPANY shall pick up and handover captured cards, JPT transaction rolls, to Nodal branch on a daily basis. The COMPANY shall

also pick up utility bills and any other articles left behind by customers and hand over the same to the Nodal branch.

2.10. The COMPANY shall resolve ATM Machine Resets and resolution of CRA caused errors.

2.11. Co-ordination Services for Second Level Maintenance :

2.11.1. When the complaint does not pertain to an FLM activity, the complaint shall be treated as an SLM call and the COMPANY shall lodge the call directly with the ATM vendor. The COMPANY shall co-ordinate with the ATM vendor and ensure that the problem is resolved.

2.11.2. The ATM Custodian shall inform any defect noticed in the ATM to the COMPANY after attending all FLM activities, if any.

2.11.3. The ATM Custodian of the COMPANY assigned for that location shall contact the particular ATM vendor and shall log the call duly informing the DOCKET number to the NAP Centre, Nodal branch and the COMPANY's coordinating Office.

2.11.4. The ATM vendor representative will call at the ATM location to set right the defect in the presence of the COMPANY's authorized custodians.

2.11.5. The COMPANY's/Sub-Contractor's personnel shall be available at the ATM site during the defect rectification by the ATM vendor until the ATM is in service and the call is closed.

3. Replenishment of consumables:

3.1. The COMPANY shall check the level of consumables such as paper rolls for Receipt Printer/ Journal Printer, Depository Ribbons/Ink cartridges etc., and Cheque deposit envelopes in an ATM during daily servicing and replenish the same while it is reaching low and not to wait till it is exhausted. For this purpose the COMPANY shall have sufficient stock of consumables in all major cities /locations across the country.

3.2. The COMPANY shall replenishing Depository envelopes, Pay in Slip and brochures at the customer lobby by collecting the same from the Nodal branch of the CCSL.

3.3. The COMPANY shall supply and replenish consumables such as printer rolls, printer ribbons, printer cartridges, during the course of an FLM service call and also on emergency basis, as per the specifications of the ATM vendor.

4. Display and Replenishment of Publicity materials:

- 4.1. The COMPANY shall display any publicity material including Banners, Posters, Stickers etc provided by the CCSL in the ATM site/lobby as per the instructions of the CCSL to ensure maximum visibility to customers without interference to the area of transaction.
- 4.2. The COMPANY shall put additional stickers on the signage board wherever required.
- 4.3. The COMPANY should also arrange to replenish materials like leaflets, brochures etc as and when required.

In case of reporting of site problems such as problems with the Lighting, Air Conditioning, UPS, Civil fixtures including ATM lobby access door, Networking, facility or environmental conditions, etc, the COMPANY / custodian of CRA shall immediately inform the Nodal branch in writing, to take up with the respective vendor and co-ordinate with CCSL for resolution of complaint.

Wherever a reporting is done for initiating an action (i.e. Site Maintenance Services), the COMPANY shall ensure that the Custodian who holds the keys of ATM ante-Room shall coordinate and make available his presence when the rectification is planned to allow entry and share the ATM lobby/ ante-room keys and the ATM hood keys to ensure uninterrupted access to the ATM lobby for any maintenance of the ATM / environs.

The COMPANY shall inform the CCSL (Nodal branch/Base branch) about any untoward incidents noticed at the ATM location and co-ordination for lodging complaints with appropriate authorities along with the CCSL officials.

BILLING AND SERVICE CHARGES

SCHEDULE `B`

The Schedule `B` is made part of the Agreement dated xx.xx.xxxx between Canbank Computer Services Limited (CCSL) and xxxxxxxxx ('Company')

1. SERVICE CHARGES:

FIXED COSTS:

No.	SERVICES PROVIDED	RATE PER ATM PER MONTH In Rs.		
		Daily loading including daily EOD	Loading / EOD once in two days	Loading / EOD once in 3 days
1	Cash Replenishment	XXXX	XXXX	XXXX
2	FLM / SLM Co-ordination Services <i>(on all days as and when required and within the TAT time specified)</i>	XXXX	XXXX	XXXX
3	TOTAL COST PER ATM PER MONTH	XXXX	XXXX	XXXX
4	AMOUNT IN WORDS	XXXXX	XXXXX	XXXXX

VARIABLE COSTS:

No.	Service Particulars	Cost in Rs.	Cost in words
1	2 nd ATM in the same Site / Lobby	XXXX % of the 1 st ATM Service Cost	XXXX
2	Replenishment of Publicity Materials – per visit per ATM site (as and when required)	NIL	NIL

(a) The rates are effective **from xxxx till xxxx**.

(b) Service Tax is payable as applicable as per statutes in force.

(c) TDS Applicable will be deducted on the Payable Amount.

2. BILING

- a. Invoice will be raised monthly within 21 days of the subsequent month with details. Payments will be made within 45 days from the date of receipt of the bill.
- b. Pro-Rata billing will be done for the ATMs taken over during the course of the Month (Day wise)

3. PAYMENT PROCESS

CCSL will pay the Company at Bangalore by RTGS / NEFT for the amount of Invoice raised within 45 days of the receipt of the invoice.

PENALTY**SCHEDULE `C`**

Sl No	Particulars	Amount of Penalty	Remarks
1	Delay in ATM Take over – more than 15 days	Rs. 1,000/-	Every day beyond 15 days
2	Delay in ATM Take over – more than 30 days	One month Cash Replenishment Charges	CRA Service Charge x No. of ATMs take over not completed for more than 30 days
3	EOD / Cash Loading not carried out	Rs.2,000/-	Per Incident per ATM
4	Cash Vaulting without information	Rs.2,000/-	Per Incident per ATM
5	FLM & SLM – TAT beyond 2 hrs in the city / urban limit and 4 hrs beyond city limits	Rs.250/-	Per ATM per Hours delay
6	Cash Shortage not made good / replenished by CRA immediately	Rs.2,500/-	Per Day per ATM
7	Not attending FLM Calls on Sunday and Holidays	Rs.500/-	Per Incident per ATM