



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

Expression of Interest (EOI) for Implementation of Online Share Trading Facility for Bank of Maharashtra Demat Customers

Alternate Business Channel
Bank of Maharashtra, Head Office
Lokmangal, 1501 Shivaji Nagar
Pune 411005

EOI REF NO: BOM/DEMAT/EOI/01/2020-2021
Date: 20/02/2021

The information provided by the bidders in response to this Expression of Interest (EOI) will become the property of Bank of Maharashtra and will not be returned. The Bank reserves the right to amend, cancel, rescind or reissue this EOI and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this EOI without assigning any reason whatsoever.

This document is prepared by Bank of Maharashtra for its EOI for Implementation of Online Share Trading Facility for Bank of Maharashtra Demat Customers. It should not be reused or copied or used either partially or fully in any form.

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INTRODUCTION & OBJECTIVES

BANK OF MAHARASHTRA, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Bank of Maharashtra Lokmangal 1501, Shivaji Nagar Pune 41 1005, India, hereinafter called "The Bank", is one of the leading public sector Banks in India having 1800+ Domestic branches, spread all over the country. All the branches of the Bank are CBS enabled through Bancs 24 as a Core Banking Solution. Currently Bank provides many innovative technology driven products and services through delivery channels like Internet Banking, SMS /Mobile Banking, etc. to its customers.

Bank is planning to Implement Online Share Trading Facility for Bank of Maharashtra Demat Customers with one or more Share Broker companies. Against the above backdrop BANK OF MAHARASHTRA invites Expression of Interest (EOI) from the prospective bidders having proven past experience, competence in the field of Online Share Trading Facility and wishing to be considered for participating in bidding process of the proposed procurement of Online Share Trading Facility under Tie up Arrangement.

Please note, this is the first stage of multiple-stage procurement process. The objective of this EOI is to identify and pre-register eligible applicants who are interested in providing the proposed solution and have suitable capacity, capability and experience.

CONTROL SHEET TABLE

Tender Reference	HO/DEMAT/EOI/01/2020-21 Date 20/02/2020
Date of issue of EOI	20/02/2021
Date of Commencement of Sale of Tender Document /Download from website	20/02/2021
Pre Bid queries to be received only online at- bomcoabc@mahabank.co.in	On or before 24/02/2021 up to 02:00 PM
Pre bid Meeting and Venue	25/02/2021 at 4:00 PM at below mentioned address: <i>Bank of Maharashtra Alternate Business Channel Lokmangal , 1501, Shivaji Nagar Pune -411005</i>
Last Date and Time for receipts of tender bids	17/03/2021 at 04.00 PM
Opening of Eligibility Bids	17/03/2021 at 04.30 PM
Address of Communication	<i>Deputy General Manager Bank of Maharashtra Alternate Business Channel Lokmangal , 1501, Shivaji Nagar , Pune -411005</i>
Email address	bomcoabc@mahabank.co.in
Contact Telephone/Fax Numbers	Tel : 020-25614287
Bids to be submitted	Tender box placed at: <i>Bank of Maharashtra Alternate Business Channel Lokmangal , 1501, Shivaji Nagar , Pune -411005</i>

Note:

Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in Bank of Maharashtra under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m.

GENERAL TERMS & CONDITIONS

Bank of Maharashtra invites sealed tenders comprising of eligibility and Technical bid from experienced prospective bidders having proven capabilities of Implementation of Online Share Trading Facility for Bank of Maharashtra Demat Customers. The prospective bidders are required to adhere to the terms of this EOI document and any deviations to the same shall not to be acceptable to Bank of Maharashtra.

The bidder (also called the vendor through this document) appointed under the EOI document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the EOI document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this EOI documents.

EOI document may be downloaded from our website www.bankofmaharashtra.in. Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny. Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this EOI, will be shortlisted for further evaluation; the qualified bidders will be notified separately.

The Bids should be addressed to:

Deputy General Manager
Alternate Business Channel
Bank of Maharashtra
Alternate Business Channel
Lokmangal, 1501, Shivaji Nagar,
Pune -411005

Bank of Maharashtra is not responsible for non-receipt of response to EOI within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

1. Earnest Money Deposit

- There will be no Earnest money required for EOI
- However, Bank reserves the right to modify the Earnest money deposit requirements at the time of floating RFP/RFQ.

2. SCOPE OF WORK

Broad Scope of work for inviting Expression of interest for implementation Online Share Trading Facility for Bank of Maharashtra Demat Customers. List is indicative in nature and Bank reserves right to append/modify/alter as per requirement based on inputs during evaluation phase.

- I. In Bank of Maharashtra's website, internet banking, mobile banking and UPI a link will be provided for the said service that would redirect the user to the selected Bidder's trading site for placing trade orders (buy or sale). The session information would be stored in Bidder's data base after validating the user's credentials. Thereafter, user will initiate fund transfer/Fund Hold (for buy)through Bank's Internet Banking/Mobile Banking/UPI or DP lien option (for sale), as the case may be for which the Bidder's web server will redirect the user to Bank's internet/Mobile Banking/UPI Site to do the required transactions. The settlement of the trade transactions will be done by sending the related file to bank by the broker.
- II. The selected Bidder has to provide full functionality of share trading *and allied services* through their trading platform to only those customers who compulsorily avail Demat services provided by the Bank of Maharashtra, through power of attorney or other channel of transfer of securities executed in favour of the Bidder for meeting trading obligations of respective clients.
- III. The offered service/facility should be in compliance with SEBI/NSE/BSE guidelines.
- IV. Bidder/Broking Company should have approved Trading Platform by CDSL. Bidder should be well versed with CDSL application 'CDAS' (Depository Participant Module) as our all transactions are settled through 'CDAS'.
- V. Bank of Maharashtra is using 'DPSecure' application as Back Office software, provided by vendor associated with bank. Bidder should coordinate with vendor to implement the integration successfully.
- VI. Bidder should implement STP (Straight through Process) for inserting transactions into either our Back Office application (DPSecure) or CDSL's 'CDAS' (Depository Participant Module) application.

- VI. Bidder will be required to coordinate with Bank's software/data base vendor, DP back office vendor and any other parties involved in these operations, to integrate and implement the process of fully functional 'Maha E-Trade' (DEMAT account/share trading account) Scheme successfully.
- VII. Bidder will be required to promote this scheme throughout the country with the support of their marketing team.
- IX. Bidder will be required to train the staff of bank about the mechanism and operations of the scheme at the level of Zonal Offices & branches to enable our staff to provide technical support to our Bank's prospective and/or existing customers.
- X. Bidder will have to provide complete grievance redressal mechanism to resolve the various issues of investor customers.
- XI. Taking over the services of erstwhile service provider for share trading under the bank's 'Maha E-Trade' Scheme, the successful bidder will collect all necessary information from the erstwhile service provider including data migration and taking into its possession with due inventory details of all the existing records pertaining to the past share trading operations. This will be sole responsibility of the successful bidder to collect, preserve and make available the old records of the existing investor customers for appropriate processing of their requirement **within the period of three months' time frame.**
- XII. The Bidder shall build up all the existing data in their systems and shall enable the Bank to view the existing data through its web based services within 30 days, **after a period of three months for collecting, preserving & making available the old records of existing customers.** Bank will not reimburse any expenses incurred in taking over all the existing records.
- XIII. The Bidder will receive and attend the requests, received from investor customers and will entertain the requests promptly **within the timeline laid** down by respective regulatory authority/stock exchange/depositories time to time.
- XIV. Bidder will maintain a control Register to record the date of request received from customer with name of customer and time & date of disposal of request.
- XV. Bidder has to maintain proper record of rejecting/returning the requests of the customers on the valid ground explaining the reasons thereof.
- XVI. Bidder will generate various periodical MIS reports related to transactions of customers and bank shall be able to access these reports any time.
- XVII. Maintenance of Register of investor customers availing the facility of share trading under Bank's 'Maha E-Trade' Scheme.
- XVIII. Bidder will provide Web Based Services: Live Folio Maintenance and Maintenance of a Web Based Services - A dedicated website for online information to the Bank and its investor customers availing share trading facility under the scheme including facility for Lodging and Tracking complaints including SEBI – SCORES etc.
- XIX. Preparation & mailing list of transactions in a financial year to investor customers availing the facility of share trading facility i.e. Annual Reports (once in a year).
- XX. Communication and interaction with the Bank whenever required in respect of 'Maha E-Trade' scheme.
- XXI. Prompt generation of such reports as may be required by the Bank.

- XXI. Bidder shall perform all work of share Broking Company, in accordance with the prevailing guidelines as per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Guidelines, Rules and Regulations.**
- XXII. Bidder can be asked by the Bank for presentation of their product for the purpose of any up-gradation or change as per Bank's requirement.
- XXIV. Bidder will be required to coordinate with Bank's various vendors e.g. M/S 'TCS' for CBS & M/S CDSL for DP services etc. to integrate and implement the facility successfully.
- XXV. Bidder should define the architecture of interface of Bank's DP, SB/CA Account & Share Trading Account supported with a flow chart.
- XXVI. Bidder should take care of the Risk Management Process. Details of Risk Management measures are to be taken by the vendor and should be submitted along with the technical bid.
- XXVII. Bidder should provide complete training/knowhow of the trading platform to our staff. The staff includes staff from our notified branches i.e. Pune, Mumbai, Nagpur, Nasik, Kolkata, Patna, Lucknow, Ahmedabad, Jaipur, Bangalore, Chennai, Hyderabad and New Delhi.

3. REJECTION OF THE BID

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person on each page signed and duly stamped.
- It is received through Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Expression of Interest (EOI) are liable for rejection by the Bank.
- Bidder should comply with all the points mentioned in the Scope of work. Non-compliance of any point will lead to rejection of the bid.
- If the Bid is conditional.
- If there is canvassing of any kind in Bid/Documents.

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

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

4. PRE BID MEETING

For the purpose of clarifications of doubts of the bidders on issues related to the EOI, Bank intends to hold a pre bid meeting on the date & time as indicated in the EOI (Control Table). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned above on e-mail: bomcoabc@mahabank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Any deficiencies should also be raised in the pre-bid queries.

5. INFORMATION PROVIDED

The EOI document contains statements derived from information that is believed to be reliable at the date obtained but does not support to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this EOI document.

6. FOR RESPONDENT ONLY

The EOI document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

7. CONFIDENTIALITY

The EOI document is confidential and is not to be reproduced, transmitted or made available by the Recipient to any other party. The EOI document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the EOI document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the EOI document with any officer, employee, consultant, director, agent or other person associated or affiliated in any way with Bank or any of its customers, suppliers or agents without the prior written consent on Bank.

8. DISCLAIMER

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

9. COSTS BORNE BY RESPONDENTS

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

10. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

11. ERRORS AND OMISSIONS

Each Recipient should notify Bank of any error, omission, or discrepancy found in this EOI document.

12. ACCEPTANCE OF TERMS

A Recipient will, by responding to Bank EOI, be deemed to have accepted the terms as stated in the EOI.

13. EOI RESPONSE

If the response to this EOI does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the EOI is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting EOI process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

14. NOTIFICATION

Bank will notify the Respondents in writing as soon as possible about the outcome of EOI evaluation process, including whether the Respondents' EOI response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

15. LANGUAGE OF BIDS

The bid, correspondence and supporting documents should be submitted in English.

16. CANCELLATION OF TENDER PROCESS

BANK OF MAHARASHTRA reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of Bank of Maharashtra in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time during the tender process or prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

17. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

18. Eligibility Criteria

Only those Bidders who fulfil the following criteria are eligible to respond to the EOI. Offers received from the bidders who does not fulfil all or any of the following eligibility criteria are liable to be rejected.

Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted
1	Bidder should be a registered company in India under the Company Act, 1956/2013 (proof required) OR Concerns registered as MSME Entrepreneur & still categorized as MSME as on EOI submission date & should not be a subsidiary of a foreign company.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate, MSME registration & any other tax related document if applicable to be submitted.
2	Bidder should be in broking business having valid registration with SEBI & valid membership of NSE & BSE.	Copy of registration certificate & evidence of membership with NSE & BSE.
3	Bidder should have 5 years of experience in broking business operations. (Documentary evidence to be enclosed)	Certificate to be enclosed.
4	Bidder may be any one of the following: Government Organization/PSU/PSE/Partnership Firm/LLP or Limited/Private company.	Valid document to be submitted.
5	Bidder must have registered net profit i.e. Profit after Tax for the financial year 2017-18,2018-19 and 2019-20	Copy of the audited balance sheet and profit and loss statement of the company showing net worth and turnover of the company for the financial years 2017-18, 2018-19 and 2019-20 to be submitted.
6	Bidder should not be an associate of Banking Company or vice versa.	Copy of Article of Association & Memorandum of Association of the company is to be enclosed
7	Bidder should not have been floated by Banking company.	Copy of Article of Association & Memorandum of Association of the Company is to be enclosed.

8	<p>Bidder should possess necessary experience of having tie-up arrangement with at least one Scheduled Commercial Bank for offering such securities trading facilities to retail clients on the date of submission of EOI & should be providing the services at least from one year period.</p> <p>Above eligibility criteria is not applicable on the broker company Which itself is a PSU/Govt. Entities/Company.</p>	<p>Copy of relevant purchase order from the related Bank along with the contact details of the person signing the purchase order to be submitted.</p> <p>Bidder is also required to submit experience certificate from the Bank where the bidder is providing services along with contact numbers of dealing authorities of the Bank.</p>
9	<p><i>There should not have been any suspension order of business against the bidder by SEBI/CDSL/CDSL/ NSE/BSE in the past three years.</i></p>	<p>Undertaking as per enclosed format should be enclosed.</p>
10	<p>There should not be any restraint order pending at any Judicial Forum in India and abroad related to share/ securities broking business/ their right to handle services of Broking Company as on the date of bidding.</p>	<p>Undertaking as per enclosed format should be enclosed.</p>
11	<p>Bidder/Broking Company should have approved Trading Platform by CDSL. Bidder should be well versed with CDSL application ‘‘CDAS’ (Depository Participant Module)’ as our all transactions are settled through ‘CDAS’.</p>	<p>Undertaking to besubmitted in Company letter head.</p>
12	<p>Bank of Maharashtra is using ‘DPSecure’ application as Back Office software, provided by vendor associated with bank. Bidder should coordinate with Vendor to implement the integration successfully.</p>	<p>Undertaking to be submitted in Company letter head.</p>
13	<p>Bidder should implement STP (Straight Through Process) for inserting transactions into either our Back Office application (DPSecure) or CDSL’s ‘CDAS’ (Depository Participant Module) application.</p>	<p>Undertaking to besubmitted in Company letter head.</p>

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / Certificates should be submitted as proof in support of the claims made. BANK OF MAHARASHTRA reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of BANK OF MAHARASHTRA in this regard shall be final, conclusive and binding upon the bidder.

19. Bid Submission & Evaluation

The responses to this EOI must be complete and comprehensive with explicit documentary evidence in support of all the eligibility criteria mentioned herein above.

Intending applicants are required to submit their full bio-data as per the Format in Annexure III along with the required documents. If necessary, Bank may ask for clarification and/or further information from the bidders.

Incomplete responses without the required documents are liable to be rejected.

The Bank reserves the right to accept / reject any or all offers submitted in response to this advertisement without assigning any reason whatsoever and Bank's decision will be final in this regard.

The Bank further reserves the right to issue Request for Proposal (RFP) / Request for Quotes (RFQ) to vendors if it deems eligible and qualified based on the evaluation of the responses received.

All response to the EOI must be sent in a sealed cover superscripting "Expression of Interest (EOI) for Expression of Interest (EOI) for Implementation of Online Share Trading Facility for Bank of Maharashtra Demat Customers" to the below mentioned address: -

Deputy General Manager
Bank of Maharashtra
Alternate Business Channel
Lokmangal, 1501, Shivaji Nagar,
Pune -411005

All responses to this request for EOI must reach the above address latest by 4.00 PM on 17/03/2021 and should be dropped in the "TENDER BOX" kept in the Alternate Business Channel. The responses received will be opened on the same day at 4.30 PM.

Open responses received through e-mail / Fax etc. will not be considered. Bank of Maharashtra will not be responsible for non-receipt of EOI within the specified date and time due to any reason including postal holidays or delays. Bank of Maharashtra will also not be responsible for misplacement of the EOI document in case it is not properly super- scripted with the words "Expression of Interest (EOI) for Implementation of Online Share Trading Facility for Bank of Maharashtra Demat Customers" In case the specified date of submission of EOI is declared a holiday in Maharashtra under N.I. Act, the bids will be received till the specified time on next working day.

Bidder has to qualify in all the eligibility criteria mentioned in EOI document.

Eligible Bidders will be invited for Presentation, at Head Office, Pune on dates to be specified at a later stage.

Bidders who qualify the eligibility criteria will be invited for Presentation. Eligible bidders will be intimated date & time of presentation through their email IDs provided in Bid Document. Bidders will have to make their travel and stay arrangements at their own cost. Bank will not bear any kind of cost for the same.

The Bank will further issue Request for Proposal (RFP) / Request for Quotes (RFQ) to all eligible and qualified vendors/bidders based on the evaluation of the responses received.

Note: This is only for the purpose of empanelment and not a Request for proposal (RFP)/ Request for Quotation. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

20. PUBLICITY

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

21. PRIVACY & SECURITY SAFEGUARDS

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safe guards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

22. CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

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

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23. COMPLIANCE

The products & services offered to the Bank must comply with all laws, regulations & Govt. guidelines of India. It also not violates any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

24. APPLICABLE LAW & JURISDICTION OF COURT

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Pune (with the exclusion of all other Courts).

25. ADOPTION OF INTEGRITY PACT

Bank of Maharashtra has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / Bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP)/Expression of Interest (EOI) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure for strict compliance.

All pages of Integrity Pact (IP) must be signed and stamped .Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with EOI document.

26. Non-disclosure

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

- b. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the successful bidder will strictly maintain the secrecy of Bank's data.

27. Severability

"In the event that any of the provisions contained in this RFP is found to be invalid, illegal or unenforceable or contrary to any applicable law or regulation:

- i. the reminder of the RFP will continue in full force and effect; and
- ii. The parties will in good faith attempt to substitute the invalid or unenforceable provision with a valid and legally enforceable provision which achieves to the greatest extent possible the explicit and intended, legal and commercial objectives of the provision which is invalid or unenforceable."

28. Dispute Resolution

"If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, same may be settled through discussion and negotiation.

If such dispute, controversy or claim cannot be settled and resolved by the parties through discussion and negotiation, all disputes and differences of any kind whatsoever arising out of or in connection shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English."

29. Termination

"The Bank shall be entitled to terminate the agreement with the bidder at any time by giving sixty (60) days prior written notice to the bidder without assigning any reason.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.

The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The bidder shall not have any right to terminate unless alternate arrangement is made by the Bank."

30. Effect of Termination

- The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the bank wants to continue with the bidder's facility after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination."

31. Indemnity

"Indemnity" - Bidder shall indemnify, protect and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly for

- i. *an act or omission of Bidder, its employees, its agents, in the performance of the services provided by this contract;*
- ii. *breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder;*
- iii. *Bidder shall further indemnify the Bank against any loss or damage arising out of loss during delivery of Speed Post/Express Parcel/Business Parcel consignment at all points of time;*
- iv. *Bidder shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;*
- v. *This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities;"*

32. Force Majeure

"Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to sabotage, fire, flood, explosion, accident, epidemic, pandemic, civil commotion, strike or industrial action of any kind, riot, insurrection, war, acts of government, political instability, unavailability of communication system, breach or viruses in the process of computer hacking and computer crashes and any other occurrence of this kind listed above, which is not reasonably within the control of the affected party

Each Party agrees to give to the other a fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than 30 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party."

33. Issue of Corrigendum

"If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this EOI shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this EOI."

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this EOI.

Annexure – I

Application

Ref. No.: BOM/DEMAT/EOI/01/2020-21 Date 20/02/2021

Date:

**Deputy General Manager
Bank of Maharashtra
Alternate Business Channel
Lokmangal, 1501, Shivaji
Nagar,
Pune -411005**

Dear Sir,

Sub: Expression of Interest (EOI) for Implementation of Online Share Trading Facility for Bank of Maharashtra Demat Customers.

With reference to your advertisement published in the (name of the newspaper in English) / (name of the newspaper in Hindi) / your website on _____ the captioned subject, we furnish below the following Information / Papers / Documents for fresh empanelment / renewal of empanelment of our firm / company for the implementation of Online Share Trading Facility for Bank of Maharashtra Demat Customers.

If empaneled and called for any tender under this empanelment, we agree to participate as per Bank's terms and conditions of the respective EOI.

Date:

Seal & Signature

Eligibility Bid Format

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:

Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted With Eligibility Bid	Documents Submitted
1	Bidder should be a registered company in India under the Company Act, 1956/2013 (proof required)	Certificate of Incorporation, PAN, TAN, GSTIN Certificate, MSME registration & any other tax related document if Applicable to be submitted.	
2	Bidder should be in broking business having valid registration with SEBI & valid membership of NSE & BSE.	Copy of registration certificate & Evidence of membership with NSE & BSE.	
3	Bidder should have 5 years of experience in broking business operations.(Documentary evidence to be enclosed)	Certificate to be enclosed.	
4	Bidder may be any one of the following: Government Organization/PSU/PSE/Partnership firm/LLP or Limited/Private Company.	Valid document to be submitted.	
5	Bidder must have registered net profit i.e. Profit after Tax for the financial year 2017-18,2018-19 and 2019-20	Copy of the audited balance sheet and profit and loss statement of the company showing net worth and turnover of the company for the financial years 2017-18, 2018-19 and 2019-20 to be submitted.	
6	Bidder should not be an associate of Banking Company or vice versa.	Copy of Article of Association & Memorandum of Association of the company is to be enclosed	

6	Bidder should not be an associate of Banking Company or vice versa.	Copy of Article of Association & Memorandum of Association of the company is to be enclosed	
7	Bidder should not have been floated by Banking company.	Copy of Article of Association & Memorandum of Association of the company is to be Enclosed.	
8	Bidder should possess necessary experience of having tie-up arrangement with at least one Scheduled Commercial Bank for offering such securities trading facilities to retail clients on the date of submission of EOI & should be providing the services at least from one year period. Above eligibility criteria is not applicable on the broker company which itself is a PSU/Govt. Entities/Company.	Copy of relevant purchase order from the related Bank along with the contact details of the person signing the purchase order to be submitted. Bidder is also required to submit experience certificate from the Bank where the bidder is providing services along with contact numbers of Dealing authorities of the Bank.	
9	<i>There should not have been any suspension order of business against the bidder by SEBI/CDSL/ NSE/BSE in the past three years.</i>	Undertaking as per enclosed format should be enclosed.	
10	There should not be any restraint order pending at any Judicial Forum in India and abroad related to share/ securities broking business/ their right to handle services of Broking Company as on the date of Bidding.	Undertaking as per enclosed format should be enclosed.	
11	Bidder/Broking Company should have approved Trading Platform by CDSL. Bidder should be well versed with CDSL application 'CDAS' (Depository Participant Module) as our all transactions are settled through 'CDAS'.	Undertaking To be submitted in Company letter head.	

11	Bidder/Broking Company should have approved Trading Platform by CDSL. Bidder should be well versed with CDSL application 'CDAS' (Depository Participant Module) as our all transactions are settled through 'CDAS'.	Undertaking To be submitted in Company letter head.	
12	Bank of Maharashtra is using 'DPSecure' application as Back Office software, provided by vendor associated with bank. Bidder should coordinate with vendor to implement the integration Successfully.	Undertaking To be submitted in Company letter head.	
13	Bidder should implement STP (Straight Through Process) for inserting transactions into either our Back Office application (DPSECURE) or CDSL's 'CDAS' (Depository Participant Module) Application.	Undertaking To be submitted in Company letter head.	

Bidders Information

Sl. No.	Particulars	Information to be furnished by Broker
Part-A	Broker's Profile	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
1	Name of Stock Broking Company/Firm	
2	Registered Office	
3	Address for Communication	
4	a Contact Person-1	XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	I Name :	
	ii Designation/Position	
	iii Tel. No	
	Iv Mobile No.	
	v e-mail id of the contact person	
	b Contact Person-2	
	I Name :	
	ii Designation/Position	
	iii Tel. No	
	Iv Mobile No.	
	v e-mail id of the contact person	
5	Nature of Business Activities (Brief Points)	
6	No. of years in Business	
7	No. of Branches/operating Offices	
8	No. of Locations covered	
9	Whether listed in Stock Exchange (Yes/No)	
10	Whether Group Company or Subsidiary (details)	
11	Whether PSU or Private Sector	
Part-B	Regulatory Authorization Profile	
12	Whether authorized by SEBI for providing trading services (Yes/No)	
13	Whether authorized member of Stock Exchange (Yes/No)	
	a If Yes, name of such Stock Exchanges	
	B If Yes, Registration No. & date of Registration	
14	Whether Broking company is a Depository Participants of	
	a CDSL (Yes/No)	
	B CDSL (Yes/No)	

Part-C		System Audit & Procedure	
15		Scope of Audit & Inspection (Pertaining To 'Maha E-Trade' Scheme.	
	a	Items covered under Audit	
	b	Frequency of Audit:	
	c	Last Audit done on:	
	d	Last Audit done by:	
	e	Penalty during last three years	
Part-D		Other Information	Amount in Crores
16	a	Trading Modes available to Clients	On line
	b	Number of active clients	
	c	Market Share (Volume Wise) & Percentage wise	
	D	A/c opening facility (online , offline, mobile)	
17		Tie up with Other Banks already done for Online share trading	Name of the Bank & Date of Tie Up
		1	
		2	
		3	
		4	
		5	
18		Approximate Time to go live from the date of tie-up (including time for system integration and testing)	

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

[Undertaking to be given on a Non-Judicial Stamp Paper of Appropriate Value]

**Deputy General Manager
Bank of Maharashtra
Alternate Business Channel
Lokmangal, 1501, Shivaji Nagar,
Pune -411005**

Dear Sir,

**Sub: Expression of Interest (EOI) for Implementation of Online Share Trading Facility for
Bank of Maharashtra Demat Customers. EOI Ref No.: BOM/DEMAT/EOI/01/2020-21
Date 20/02/2021**

With reference to the above EOI we have to state the following:-

1. We undertake to respond to any Request for Proposal (RFP) or Request for Quote (RFQ) as and when called for by the Bank under limited tendering process.
2. We have examined and understood the instructions, terms and conditions forming part of the abovementioned EOI and agree to abide by the General Terms and Conditions stated therein.
3. We further confirm that any offer in response to Request for Proposal (RFP) or Request for Quote (RFQ) will be in conformity with the terms and conditions as mentioned therein.
4. We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.
5. We also understand that our empanelment and performance will be reviewed on a yearly basis and, if found unsatisfactory will be removed from the list of empaneled vendors.

Yours faithfully,

Authorized Signatory
(Signature and Seal of the Company / Firm)

Name & Designation :
Name of Company / Firm:
Full Address of the Company / Firm:
Date:

Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To,
Deputy General Manager
Bank of Maharashtra
Alternate Business Channel
Lokmangal, 1501, Shivaji Nagar,
Pune -411005

Dear Sir(s),

Sub: Expression of Interest (EOI) for Implementation of Online Share Trading Facility for Bank of Maharashtra Demat Customers, EOI Ref No. BOM/DEMAT/EOI/01/2020-21 Date 20/02/2021.

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfill the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. We undertake that there is no suspension order of business against us by SEBI/CDSL /CDSL/ NSE/BSE in the past three years.
- g. (Deviation to the above if any, the Bidder must provide details of such action(s)
 - 1.
 - 2.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____ 2021, between on one hand, Bank of Maharashtra through authorized official Shri_____, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivaji Nagar Pune – 41 1005, (hereinafter called the "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part and M/s_____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/partnership/ registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is an Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required:-

5.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit / Performance Bond (after the contract is signed), if any, shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.

5.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract

for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

5.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened

5.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

6. Fail Clause:

6.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors:

7.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).

7.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of an provisions of this act or payment of commission the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is Pune.

10. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

11. Validity:

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to six years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties herby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation

BIDDER
Chief Executive Officer
(Office Seal)

Bank of Maharashtra
(Office Seal)
Place _____
Date _____

Witness:
1 _____
(Name & Address): _____
2 _____
(Name & Address): _____

Witness:
1 _____
(Name & Address): _____
2 _____
(Name & Address): _____

EOI Ref. No.: BOM/DEMAT/EOI/01/2020-21 Date 20/02/2021

NON-DISCLOSURE AGREEMENT

(To be stamped in accordance with the stamp act)

This Non-Disclosure Agreement is entered into on thisday of2021

BETWEEN

"Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivaji Nagar, Pune – 411005, (hereinafter referred to as "Beneficiary Bank" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns)" of the FIRST PART/ DISCLOSING PARTY

AND

.....
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the successful bidder is sometimes referred to herein as a **"Party"** and together as the **"Parties"**).

WHEREAS the Successful bidder/Receiving Party is *inter alia* engaged for **Implementation of Implementation of Online Share Trading Facility for Bank of Maharashtra Demat Customers** as per the terms and conditions specified in the EOI Ref No. **BOM/DEMAT/EOI/01/2020-21 Date 22/02/2021**

The Successful bidder/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Implementation of New Internet Banking Application.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. “**Confidential Information**” shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2 Use of Confidential Information. The Successful bidder/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

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

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be

Construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Pune. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement.

Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Pune only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____(the selected successful bidder)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

for and on behalf of

.....

.....

(The selected successful bidder)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____