



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

## **REQUEST FOR PROPOSAL (RFP)**

RFP Ref No.: BOM/FM&A/QIP/3/2021-22

December 10, 2021

### **SELECTION OF BOOK RUNNING LEAD MANAGERS/ MERCHANT BANKERS FOR PROPOSED QUALIFIED INSTITUTIONAL PLACEMENT (QIP)**

***Cost of RFP Document/ Application Money: Rs.5,000/- (Non-Refundable)***

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### **CALENDER OF EVENTS**

<b><u>S.N.</u></b>	<b><u>Description</u></b>	<b><u>Details</u></b>
1.	RFP Ref. No. and Date	RFP Ref No. : BOM/FM&A/QIP/3/2021-22
2.	Brief Description of the RFP	Appointment of Merchant Banker(s)/ Book Running Lead Manager(s) for Bank's Qualified Institutional Placement
3.	Bank's Address for Communication and Submission of Bid	Mr V P Srivastava, Chief Financial Officer (CFO) and General Manager, FM&A Phone : +91 20-25614 405/255/332 Email : <a href="mailto:gmacc@mahabank.co.in">gmacc@mahabank.co.in</a> <a href="mailto:bomcoacc@mahabank.co.in">bomcoacc@mahabank.co.in</a> Address : Bank of Maharashtra Head Office, Lokmanagal, 1501, Shivaji Nagar, Pune 411005
4.	Type of Bid	Merchant Banking Services /BRLMs
5.	Consortium	Not Allowed
<b><u>Key Dates</u></b>		
6.	Date of Issue of RFP	December 10, 2021
7.	Last date and time for receiving queries by prospective bidders through email	December 16, 2021
8.	Pre-Bid Meeting (Through VC)	15:00 PM on December 17, 2021
9.	Last Date and Time for Submission of Technical Bids	14:00 PM , December 27, 2021
10.	Date and time of Opening of Technical Bid	16:30 PM, December 27, 2021
11.	Date and time of Presentation by Bidders	Will be communicated later
12.	Date and time opening of Commercial Bid	Will be communicated later
13.	Final Sealed Envelopes to be submitted by the bidder	The Envelopes containing Technical Bids and Commercial Bid separately and other relevant documents, if any should be kept in a Master Envelope (Final Envelope) super scribed with "Offer for Selection of MBs/BRLMs" to BANK OF MAHARASHTRA in response to RFP Ref. No. RFP Ref No.: BOM/FM&A/QIP/3/2021-22 dated 10.12.2021 floated by Bank of Maharashtra.

14.	Cost of RFP Document/ Application Fees (Non-Refundable)	Rs. 5,000/- Plus 18% GST in the form of DD in favour of BANK OF MAHARASHTRA, payable at Pune (Non-refundable)
15.	Earnest Money Deposit	Rs. 5,00,000/- (Rupees five lakh only) in the form of Demand Draft in favour of BANK OF MAHARASHTRA, payable at Pune or in the form of Bank Guarantee in favour of BANK OF MAHARASHTRA, payable at Pune

### **ABBREVIATIONS USED IN THIS DOCUMENT**

1	NI Act	Negotiable Instrument Act
2	RFP	Request For Proposal
3	TDS	Tax Deducted at Source
4	RBI	Reserve Bank of India
5	SEBI	Securities and Exchange Board of India
6	QIP	Qualified Institutions Placement
7	BRLM	Book Running Lead Managers
8	NDS	Non-Disclosure Statement

### **Disclaimer**

The information contained in this request for proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of BANK OF MAHARASHTRA (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by BANK OF MAHARASHTRA to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "bidder" or "bidders" respectively). The purpose of this RFP is to provide the bidders with information to assist the formulation of their bids. This RFP does not claim to contain all the information each bidder requires. Each bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. BANK OF MAHARASHTRA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a bidder requires. BANK OF MAHARASHTRA does not undertake to provide any bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

BANK OF MAHARASHTRA reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the bank's website (<https://www.bankofmaharashtra.in/tenders/>) and it will become part and parcel of this RFP.

BANK OF MAHARASHTRA in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. BANK OF MAHARASHTRA reserves the right to reject any or all the request of proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of BANK OF MAHARASHTRA shall be final, conclusive and binding on all parties.



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## 1. INTRODUCTION

### 1.1 ABOUT THE BANK:

The Bank was registered on September 16, 1935 at Pune as a Public Limited Company in the name & style of “The Bank of Maharashtra Limited”. The Bank was started by a group of visionaries from Pune, with the objective to serve larger section of the society. The operations commenced on February 08, 1936. Right from its inception, the focus of the Bank has been to assist small business enterprises, traders, self-employed and other common men. In 1944, the Bank became a Scheduled Bank.

In 1969, the nationalization of 14 major banks in the country took place and Bank of Maharashtra was one of these major banks. The Bank marched ahead in the changed scenario and crossed many milestones. At the time of nationalization, the Bank had 211 branches, which has increased to 1985 branches and 38 zonal offices on September 30, 2021 having pan India presence. The Bank is one of the progressive nationalized banks that achieved autonomy in 1998 and continues to enjoy the status by virtue of good performance. The Bank has prospered with consistent growth. Key Financial performance parameters as of 30.09.2021 are as under:

- 1 Total Business (Deposits & Gross Advances) stood at Rs 2,96,808 crore.
- 2 Total Deposit & Gross Advances stood at Rs 1,81,572 crore and Rs 1,15,236 crore respectively
- 3 CASA deposits stood at Rs 97,889 crore (i.e. 53.91% of total deposits)
- 4 Retail advances registered a growth of 14.47%, Agriculture advances registered a growth of 6.24%, and MSME advances registered a growth of 20.66% on YoY
- 5 Gross NPA stood at 5.56% and Net NPA stood at 1.73%.
- 6 Capital Adequacy Ratio (CRAR) under Basel III stood at 14.67% with Tier 1 of 11.38%.

### 1.2 DEFINITIONS:

- 1.2.1 ‘Bank/The Bank’ shall mean, unless excluded by and repugnant context or the meaning thereof, ‘BANK OF MAHARASHTRA’, described in more detail in paragraph above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and assignees.
- 1.2.2 ‘BRLM’ means Book Running Lead Managers extending merchant banking services who are possessing valid SEBI Category-I registration in accordance with the SEBI (Merchant Bankers) Regulations, 1992 and are eligible to act as Book Running Lead Managers to an issue.
- 1.2.3 ‘RFP’ means this Request for Proposal prepared by BANK OF MAHARASHTRA for selection of MBs/BRLMs.
- 1.2.4 ‘Bid’ means Technical bid and Commercial bid/price bid as per the formats prescribed in the RFP.
- 1.2.5 ‘Bidder’ means a MBs/BRLMs submitting the bid in response to this RFP.
- 1.2.6 ‘Successful Bidder’ means the Bidder who is found to be the highest scorer after conclusion of the Techno-Commercial Evaluation process subject to compliance of all the Terms and Conditions of the RFP, etc.
- 1.2.7 ‘Contract’ means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.

### **1.3 PROPOSAL:**

- 1.3.1 Bank of Maharashtra intends to raise equity capital by way of QIP for an amount up to Rs 1000.00 crore (issue size may vary based on Bank's discretion) and invites proposal from interested Book Running Lead Managers (BRLM)/ Merchant Bankers fulfilling eligibility criteria to handle the issue, assist and advise the Bank in the QIP process. Bank intends to appoint up to 4 (four) Merchant Bankers with requisite experience who together will be designated as BRLMs. Bank will have the option to appoint additional Merchant Banker, if considered necessary. The Bank's decision in this regard, will be final and binding on all the parties concerned.
- 1.3.2 The Bank invites sealed bids from eligible Merchant Bankers/BRLM firms/companies for selection as BRLMs/ Merchant Bankers to assist the Bank in its proposed QIP. The Bank proposes to engage BRLMs/ Merchant Bankers hereinafter referred to as Bidder for the term mentioned in the scope of work/assignment as detailed hereinafter.

### **1.4 BID:**

- 1.4.1 No Bidder shall submit more than one bid. If a Bidder submits or participates in more than one bid, all the bids submitted by the Bidder shall be disqualified.
- 1.4.2 In the following circumstances, the Bank will have discretion to reject the Bid/response or accept the Bid/ response with conditions stipulated by bank.
- a) Bid/Response submitted by holding company and its subsidiary
  - b) Bid/Responses submitted by two or more companies having common Director/s
  - c) Bid/Responses submitted by two or more partnership firm/company/LLPs having common partners
  - d) Bid/Responses submitted by two or more companies having the same group of promoters / management
  - e) Any other bid/response in the sole discretion of the bank is in the nature of multiple bids.
- 1.4.3 Attested true photocopies of relevant documents/certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify/evaluate the claims made by the Bidder/s independently.



1.4.4 The bid, correspondence and communication for the process would be in English only. No other Languages, vernacular versions or translations/transliterations are permitted. The bids which are not in English shall be rejected.

**1.5 COST TO BE BORNE BY THE BIDDER(S):**

- All costs and expenses (whether in terms of time or money) incurred by Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Bank will be borne entirely and exclusively by the Bidder.
- Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

**1.6 NO LEGAL RELATIONSHIP:**

No binding Legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

**1.7 NON TRANSFERABLE BID:**

The Bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing. The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be Liable for rejection for any violation of the above.

**1.8 BIDDER OBLIGATION TO INFORM ITSELF:**

- The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the Bid document and the meaning and impact of that information.
- BANK OF MAHARASHTRA and its employees make no representations or Warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of statements contained in this Document. The Bank also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP.





## **1.9 EVALUATION OF OFFERS:**

1.9.1 Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the appointment of BRLMs, not Limited to those selection criteria set out in this RFP document.

1.9.2 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by the Bidder.

## **1.10 ERRORS AND OMISSIONS:**

Each Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document, not later than Pre Bid meeting.

## **1.11 ACCEPTANCE OF TERMS**

A Bidder will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this document.

## **2. SCOPE & RESPONSIBILITIES OF ASSIGNMENT:**

**2.1.** The BRLMs will be required, inter alia, to undertake tasks related to all aspects of the QIP as prescribed under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation 2018 (as amended from time to time) and subject to related domestic and international Legislations, including but not Limited to, as mentioned below: -

2.1.1. Advise the Bank on the timing and the modalities of the QIP.

2.1.2. Structure the QIP transaction in conformity with the applicable Laws, especially the extant regulatory and statutory framework including under the Banking Regulation Act, 1949, Companies Act, 2013, SEBI Act, 1992, the Securities Contract (Regulations) Act, 1956, SEBI ICDR Regulations 2018, SEBI Listing (Obligations & Disclosure Requirements) Regulations 2015, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes, Rules, Regulations, Guidelines issued, or the guidelines or directions issued by the Stock Exchanges or otherwise and updated time to time.

2.1.3. Advise the bank on all matters related to the QIP transactions, including but not restricted to the following:

- a) Regulatory norms, disclosure and disclaimer requirements and generally assist in securing the requisite statutory and regulatory





approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from SEBI, Stock Exchanges, RBI, and other regulatory and statutory authorities,

- b) Filing of returns or notices/Returns/Declarations with stock exchanges, Registrar of Companies or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities; and
  - c) Preparation of requisite Literature for circulation, publication, etc. relating to the transaction.
  - d) Identify and prepare list of potential investor in India and abroad with apparent interest and sufficient resources to garner subscription to the issue.
  - e) Manage the issue with the resources of adequate professional skill to ensure best outcome.
- 2.1.4. Undertake due diligence activities and prepare the Draft Placement Document/ Placement Document and completing all stipulated requirements and formalities of regulatory/statutory authorities.
- 2.1.5. Undertake filing of Draft Placement Document / Placement Document / notice / Returns/Declarations with the Stock Exchange(s).
- 2.1.6. Advise on the regulatory norms and assist in securing approval and exemptions, wherever necessary, from regulatory agencies such as SEBI, Stock Exchanges, RBI, etc., if required.
- 2.1.7. Assist in the valuation and best pricing of the Issue, allocation of shares and provide after sale support, etc.
- 2.1.8. Providing any analytical and transactional support required by the Bank for successful completion of the QIP issue.
- 2.1.9. Conduct pre-market survey, road shows, generate interest amongst prospective investors and undertake the book building exercise for the Bank. Arranging meetings and discussion with the key investors and facilitate communication about the growth potential of the Bank and articulating the key marketing themes and positioning of the Bank.
- 2.1.10. Assist in selection of intermediaries (DLC, ILC, Auditors, RTA, etc), if any, to be appointed by the Bank and coordinate the work of all intermediaries.

- 2.1.11. Prepare and approve the statutory advertisements for publication. The cost of the preparation will be borne by the BRLMs and the cost of publication will be borne by the Bank.
  - 2.1.12. Shall enter into the requisite agreements.
  - 2.1.13. Ensure completion of all post issue related activities as laid down in the SEBI Regulations, NSE and/or BSE rules and various Government agencies.
  - 2.1.14. Rendering such other assistance as may be required in connection with the QIP issue.
  - 2.1.15. Transfer of shares on offer to the designated stock exchange or the Clearing Corporation, completion of all formalities for allotment and credit or equity shares to Investors, listing, and trading permission.
  - 2.1.16. Transfer of funds and / the shares sold to Bank's account / Investors' accounts on completion of the transaction.
  - 2.1.17. Assist in processing of refunds, if any within due date, coordinating with bank for vetting of placement document and ensure completion of post issue compliances in timely manner to avoid any kind of penalty imposed by regulatory authorities.
  - 2.1.18. Perform all other activities/responsibilities incidental or arising out of the QIP issue.
- 2.2.** In order to ensure best returns to the Bank, the selected BRLMs (in case of multiple BRLMs) will be required to comply with the following conditions
- 2.2.1. Within 4 (four days) from the date of issue of the appointment Letter, selected BRLMs will submit to the Bank:
    - a) The details of inter-se allocation of responsibilities ("Inter-Se") in relation to the QIP, amongst the BRLMs and/or their affiliates. The Inter-Se submitted by the selected Merchant bankers shall be evaluated by Bank and they may be required to make certain alterations and resubmit the Inter-Se. The revised Inter-Se should be submitted to Bank within 2 days of finalization of the revisions in the Inter-Se with the Bank. The revised Inter- Se, upon formal acceptance by Bank, shall become final and binding Inter-Se of action which the BRLMs would be required to implement;
    - b) A detailed strategy for reaching out to the investors so as to create awareness about participation in the QIP issue.
    - c) ""Plan of Action" on each responsibility and tasks to be undertaken by the selected banker as a Merchant Banker in connection with the captioned QIP including but not limited to all the tasks as specified above in Scope and Responsibilities."

- 2.2.2. The Plan of Action submitted by the selected Merchant Bankers/ BRLMs shall be evaluated by the Bank and they may be required to make certain alterations and resubmit the Plan. The Revised Plan of Action should be submitted to Bank within 2 days of finalization of the revisions in the Plan of Action with the Bank.
- 2.2.3. The revised Plan of Action, upon formal acceptance by the Bank, shall become final and binding Plan of Action which the BRLMs would be required to implement.
- 2.2.4. The selected BRLMs will be required to provide regular updates as decided by the Bank, regarding the progress made on the final Plan of Action (as referred above) and the tasks undertaken (including follow- ups done) etc., during the preceding period and the course of action for the period after the day this update is being given.
- 2.2.5. The selected BRLMs will be required to ensure media management and PR so as to generate adequate publicity for the Bank within the realms as permitted by Securities and Exchange Board of India.
- 2.2.6. Further, after the closure of QIP issue, within 10 days of the T day (Tday being the QIP trading date), the selected BRLMs will be required to submit a self appraisal on the Final Plan of Action that the Bank had accepted. Bank shall also evaluate the BRLMs' performance based on the Final Plan of Action and self appraisal sent by the selected BRLMs.

The scope of work is only indicative & illustrative and will be eventually governed by the terms & conditions of the placement agreement when the same is executed between Bank and the Bidder"

### **3. ELIGIBILITY CRITERIA:**

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted</b>
1	The applicant should be a registered Category - I Merchant Bankers/BRLMs holding valid certificate issued by SEBI and qualified to undertake the subject assignment. The certificate of registration with SEBI should remain valid till the completion of all activities relating to the subject assignment.	SEBI Registration certificate duly certified by the Whole time Director/ Company Secretary
2	Bidder should have handled at least one domestic equity issue (Initial Public Offer/ Follow-on Public Offer/Qualified Institutions Placement) of the issue size of <b>Rs.500 crore</b> or more in BFSI (Banking Financial Service & Insurance) space or other sectors during the period from 1 <sup>st</sup> April, 2018 to 10 <sup>th</sup> December, 2021.	1.Details of issues handled during the period from April 01, 2018 to 10 <sup>th</sup> December, 2021 should be submitted on the Letter head of the Company/Firm;

Sl. No.	Eligibility Criteria	Documents to be submitted
	The information in this regard to be provided in format as per ' <b>Annexure 5</b> '.	2.The extract from Prime Database or Bloomberg duly certified by Company Secretary of the firm/company should also be submitted; And 3.Copy of the certificate of Incorporation certified by entity's Company Secretary/ Authorized Signatory
3	The bidder must have a dedicated advisory team in India to ensure liaison/interaction with Management of the Bank	Details of offices and staff in India to be given.
4	The bidding Merchant Bankers should not have been prohibited by any Statutory/ Regulatory authority or Court or Tribunal or any Authority in offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or by any authority in the past or is pending.	A notarized affidavit to this effect must be furnished by the person authorized to give such affidavit.
5	The bidding Merchant Bankers should give an undertaking that no action has been initiated by SEBI/ CVC/ RBI or any other Government/ Statutory agency with regard to any financial irregularities.	The Undertaking letter from Authorized signatory on the letter head of the firm/ company is required duly certified/ attested by the entity's company secretary/ statutory Auditor.
6	As per the order no. 6/18/2019-PPD dated 23 <sup>rd</sup> July 2020 issued by Ministry of Finance, Department of expenditure, bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.	Undertaking to be given as per the format given in <b>Annexure 15</b> .

- 3.1 The selected Merchant Bankers/BRLMs would be required to sign the non-disclosure agreement (**As per Annexure 13**) with the Bank. Failure to sign the same would make their appointment null and void.

- 3.2 All the interested Bidders fulfilling eligibility criteria mentioned above as a part of the proposal are advised to furnish the undertaking/Compliance Statement as given in **Annexure – 15 & Annexure -19**. The undertaking should be to the effect that there is no conviction by a Court of Law or indictment/adverse order or blacklisting by a regulatory or Governmental Authority or PSB/PSU against them or any of their sister concern(s). It should certify that there is no investigation pending against them or their sister concern(s) or the CEO, Directors/ Managers/ Employees.

#### **4. EXPECTED DELIVERABLES:**

The deliverables for the assignment shall include:

##### **4.1. Pre Issue Deliverables:**

- 4.1.1. Structure the QIP issue in conformity with the prevailing framework and Regulations / Guidelines of SEBI, the Stock Exchanges and Securities Contracts (Regulation) Act, 1956; Securities Contracts (Regulation) Rules, 1957; and Companies Act, 1956/2013, and other applicable Rules/Regulations in force etc.
- 4.1.2. Advise on the regulatory norms and assist in securing approval and exemptions, wherever necessary, from regulatory agencies such as SEBI, Stock Exchanges, RBI, etc.
- 4.1.3. Prepare and approve the statutory & other advertisements for publication of advertisement for QIP issue in the newspaper or such other documents including but not limited to Information Memorandum, for eliciting response for the interested shareholders for the QIP issue. Bank shall pay the cost of advertisement in newspaper/media.
- 4.1.4. Assisting in preparation and facilitation of execution of definitive documents / agreements upon approval by the Bank.
- 4.1.5. Identify and prepare list of potential investor in India and abroad with apparent interest and sufficient resources to garner subscription to the issue other matter as enumerated in point 2 above including its sub points.
- 4.1.6. The Pre Issue deliverables are to be completed within the time stipulated by the Regulators / Law in force.

##### **4.2. Post Issue Deliverables:**

- 4.2.1. Reconciliation of subscription amount along with Banking confirmations and the original applications.



- 4.2.2. Assisting the Bank in allotment of QIP at NSDL and CDSL within the due date.
- 4.2.3. Assisting the Bank in preparation of final documents and Listing of QIP with Stock Exchange(s) within the date.
- 4.2.4. Assisting the Bank in payment of interest on application / refunds, if any, within the due date.
- 4.2.5. Assisting the Bank in filing various statutory documents with SEBI / Stock Exchange/RoC.
- 4.2.6. Facilitating transfer of sale proceeds (to BANK OF MAHARASHTRA) and shares (to the shareholders)
- 4.2.7. The BRLMs shall ensure compliance with SEBI (Merchant Bankers) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and all other applicable SEBI Guidelines and statutory provisions to ensure the success of the QIP issue and further ensure that all related work/processes are completed as per applicable guidelines and statutory provisions.
- 4.2.8. The assignment shall be considered complete and successful upon transfer of equity shares to the purchasers of shares upon receipt of QIP sale proceeds to the Bank and any other after sale support. The same would be required to be completed within a period of **2 (TWO)** months from the date entering into Engagement Letter (EL) between BANK OF MAHARASHTRA and the BRLMs for award of assignment. However, term may be extended with mutual consent of both the parties without alternation of the terms of engagement.
- 4.2.9. The Post Issue Deliverables are to be completed within the time stipulated by the Regulators / Law in force.

## **5. PERFORMANCE OF THE CONTRACT:**

- 5.1.** The Bidder shall agree to deliver and perform the services in accordance with the timelines specified by the Bank as well as Agreements to be executed in future.
- 5.2.** The delivery of the services shall be irrespective of Public Holidays including Saturday/Sunday and other holidays.
- 5.3.** Non-performance including delays by the Bidder shall attract a penalty as shown in Clause No. 12.6 of this RFP.



**5.4.** The Bank shall reserve the right to terminate the contract in case the BRLMs fail to complete the work as per the specification and satisfaction of the Bank. Nevertheless, the cancellation / termination of the release order by the Bank shall be at the risk and responsibility of the Bidder.

**5.5. Termination for Default:**

5.5.1. In the event of default as under:

- a) If the Bidder fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request, or any extension thereof granted by the Bank at its sole discretion.
- b) If the Bidder fails to perform any other obligation(s) under the contract RFP
- c) If the Bidder fails to fulfil the eligibility criteria as per clause 3 of the RFP.
- d) Bidder fails to comply with the regulatory/statutory obligations, guidelines and its license is cancelled during the validity of Agreement.

5.5.2. The Bank may terminate the contract in whole or in part without prejudice to any other remedy as may be available for Breach of contract.

5.5.3. The Bank shall, however, serve 15 Days written notice to this effect. In the above eventuality, the Bank shall reserve the right to get the remaining services by the another Bidder and the contracted bidder is bound to make good the additional expenditure, that the bank may have to incur in executing the remaining part of the contract.

**5.6. Monitoring:**

The monitoring of the day to day working of BRLMs will be done by the Investor Services Cell/ Investor Relations Dept./FM&A Dept., BANK OF MAHARASHTRA Lokmangal, 1501, Shivaji Nagar, Pune 411005

**5.7. Set Off:**

5.7.1. Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark set-off or adjust any amounts due to Bank under any of the clauses of this agreement for delay, failure or non- performance of any condition, undertaking, and commitment or for breach of any terms of this agreement.

5.7.2. This clause shall override all other clauses of this document and shall also survive the termination.



## **6. BID PROCESS:**

### **6.1. Bid Document**

6.1.1. The RFP document will be uploaded in the Bank's website, <https://www.bankofmaharashtra.in/tenders/>

6.1.2. The validity period of the bid will be 180 days from the date of opening of the Price/ Commercial Bid.

### **6.2. Application Money/ Cost of RFP Document:**

The Bidder shall pay, along with Bids, an Application Money/ Cost of RFP Document of Rs. 5,000/- (Rupees Five Thousand only) Plus GST. The application money/ Cost of RFP Document should be paid by Demand Draft drawn in favor of "BANK OF MAHARASHTRA" payable at Pune. The application money is non refundable.

### **6.3. Earnest Money Deposit (EMD)/Bank Guarantee in Lieu of EMD:**

6.3.1. The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order from any Scheduled Commercial Bank, drawn in favor of "BANK OF MAHARASHTRA" for an amount of Rs.5,00,000/- (Indian Rupees Five Lakhs only) payable at Pune.

6.3.2. In Lieu of EMD, Bank Guarantee can also be submitted from a scheduled commercial Bank as per **Annexure – 12**. The Bank Guarantee should be valid for a minimum period of 12 months from the Last date for submission of offer with a claim period of further 3 months from the Last day of the validity of the Guarantee.

6.3.3. No interest shall be payable on EMD.

6.3.4. EMD must be submitted in a separate cover marked "EMD" along with the bid documents and should be kept inside the Technical Bid Envelope as stated in Clause 7.1 of this RFP. Submission of EMD in other than Technical Bid Envelope is Liable to be rejected on the grounds of non-submission of EMD.

6.3.5. In the event of its non-submission, the bid will be rejected without any further correspondence, as non-responsive and the decision of the Bank in this regard will be final, conclusive and binding.

6.3.6. Unsuccessful bidder's Earnest Money Deposit will be discharged/ returned without interest within 15 days after the Bank enters into requisite agreement with the successful bidder/ MBs.



6.3.7. The Earnest Money Deposit shall be forfeited if a bidder withdraws the bid during the bid validity period specified in this document clause 6.1.2.

6.3.8. Any decision in this regard by the Bank shall be final, conclusive and binding on the MBs/ BRLMs/ firm/ company.

#### **6.4. Clarification to RFP and Pre-Bid Queries:**

6.4.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Annexure-17.

6.4.2. All communications regarding points requiring clarifications and any doubts should be sent through email at [bomcoacc@mahabank.co.in](mailto:bomcoacc@mahabank.co.in) and [compsec@mahabank.co.in](mailto:compsec@mahabank.co.in) by the prospective bidders before **16.12.2021**.

6.4.3. No oral or individual clarifications shall be entertained.

#### **6.5. Pre-Bid meeting:**

6.5.1. A pre-bid meeting of the prospective bidders will be held through VC on **17.12.2021** to clarify any point/doubt raised by them in respect of this RFP. The prospective bidders/ firm interested in attending the pre-bid meet shall be required to send an email request at email id [bomcoacc@mahabank.co.in](mailto:bomcoacc@mahabank.co.in) and [compsec@mahabank.co.in](mailto:compsec@mahabank.co.in) for attending the pre-bid meeting. The Link and time of the meeting shall be communicated through email.

6.5.2. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled communicated time. The Bank will allow a maximum of 2 representatives from each Bidder to participate in the pre-bid meeting.

6.5.3. The Bank has the discretion to consider any other queries raised by the Bidder's representative during the pre-bid meeting.

6.5.4. The Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.



6.5.5. The Bank will consolidate all the queries received through email and any further queries raised during the pre-bid meeting and the replies for the queries shall be made available to the bidders through e-mail. The clarification of the Bank in response to the queries raised by the Bidder/s, and any other clarification/ amendments/ corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidders.

6.5.6. Non receipt of reply/ clarifications to the queries raised by any of the prospective Bidders shall not be accepted as a valid reason for non-submission/delayed submission of Bid. In addition, non-reply to any query may not be deemed that the version of the Bidder as reflected in the query has been accepted by the Bank.

#### **6.6. Amendment to the Bidding Document:**

6.6.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, through addendum/ corrigendum.

6.6.2. The addendum/ corrigendum, if any will be notified through Bank's website (i.e. <https://www.bankofmaharashtra.in/tenders/>) and shall be binding on all Bidders and no separate communication will be issued in this regard.

6.6.3. In order to allow prospective Bidders reasonable time to take the addendum/ corrigendum into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

#### **6.7. Process and Time Frame:**

6.7.1. Selection of BRLMs firm/company will involve a five-stage approach

Stage I	Issue of RFP document
Stage II	Pre-bid meeting
Stage III	Receipt of bids
Stage IV	Evaluation of bids
Stage V	Award of contract

6.7.2. The time-frame for the overall selection process is mentioned in this RFP document under 'Calendar of events'. Bank reserves the right to vary the time- frame at its sole and absolute discretion. Changes to the time frame will be communicated to the concerned respondents during the process. The Bank may at its sole discretion also extend the closing date and time of



submission of bids. The dates mentioned under 'Key Dates' at the beginning of this RFP are tentative dates and the respondent acknowledges that it cannot hold the Bank responsible for breach of any of the dates.

**Note:** BRLMs firm/company can be represented by their authorized representative (only two) to attend the bid opening process either physically or through VC. No separate intimation will be given in this regard to the BRLMs firm/company. The representative, so deputed will be required to carry an authorization for the same on the Letter head of the bidding organization. Allowing the bidder representative to attend the bid opening process will be subjected to prevailing conditions/ restrictions posed by COVID- 19 pandemic. Having regard to COVID-19 pandemic restrictions prevailing on the scheduled date of opening the bids, the Bank at its sole discretion may not allow any representative of Bidder to attend bid opening process physically.

## **7. BID SYSTEM OFFER:**

The response to the present Bid will have to be submitted by way of two bid system comprising of (1) Technical Bid and (2) Commercial Bid as detailed below:

### **7.1. Technical Bid:**

- 7.1.1. Indicating the response to the Technical and Functional requirement specifications for providing Merchant Banking services. All the documents mentioned in **Annexure – 18 (checklist)** should be duly signed by the authorized signatory, serially numbered, placed in one envelope and super scribed as: **“Technical Bid - RFP Ref. No. BOM/FM&A/QIP/3/2021-22 dated 10.12.2021 floated by BANK OF MAHARASHTRA for Selection of MBs/ BRLMs for QIP”** and submitted on or before the Last date and time of submission of Physical Bids stipulated elsewhere in this document. The envelope should also contain the name and address of the bidding firm/company.
- 7.1.2. If prices are disclosed in the masked commercial bid submitted along with the Technical Bid, the bid shall be liable to be disqualified by the Bank. Technical Bid without masked Commercial/Price Bid will be Liable for rejection.
- 7.1.3. Only those bidders who come out successful in evaluation of Technical bid will be eligible for opening of Commercial Bid. If the bidder, whether intentionally or otherwise includes the parameters and aspects relating to technical evaluation in the commercial bid and fails to disclose the same in its technical bid in an attempt to prompt the Bank to open its commercial bid and to score undue advantage over other bidders, the same will be non-binding on the Bank and Bank reserves the right to reject the bid at any stage.



## 7.2. Commercial/Price Bid:

- 7.2.1. Furnishing all relevant information required as per the Price bid format. The format for submission of Commercial/Price bid is as per **Annexure 10 and 11**.
- 7.2.2. The Commercial/Price Bid shall be an Unconditional bid submitted in a separate sealed cover mentioning the Professional fee (inclusive of all out of pocket expenses but exclusive of applicable taxes and should be in Indian Rupees only) should be submitted.
- 7.2.3. Any conditional commercial bid shall be liable for rejection.
- 7.2.4. The price quoted in the Annexure 11 would be final and the Bidder will agree to provide the required services as detailed in this RFP document, failing which Bank would forfeit the Earnest Money Deposit which will be in addition to any other Legal recourse available to the Bank.
- 7.2.5. The Commercial/Price Bid shall be valid for 180 days from the date of opening of Commercial/Price Bid. Any revision of Commercial/Price Bid is **NOT** possible after the same is submitted to the Bank.
- 7.2.6. Any Response without “Commercial/Price Bid” will not be taken for evaluation at all and will be rejected at Stage III only.
- 7.2.7. Annexure 10 and 11 should be duly signed by authorized signatory, placed in one envelope and super scribed as: **“Commercial Bid – RFP Ref. No. BOM/FM&A/QIP/3/2021-22 dated 10.12.2021 floated by BANK OF MAHARASHTRA for Selection of MBs/ BRLMs for QIP”**. The envelope should also contain the name and address of the bidding firm/company
- 7.2.8. The two parts as stated above should be placed in two separate envelopes super scribed as stated above and properly closed and sealed. Thereafter, the two envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be super scribed as **“Offer for Selection of MBs/BRLMs” to BANK OF MAHARASHTRA in response to RFP RFP Ref. No. BOM/FM&A/QIP/3/2021-22 dated 10.12.2021 floated by BANK OF MAHARASHTRA** on the top of the envelope.
- 7.2.9. All the envelopes should bear the name and complete postal address of the bidder as well as the addressee, namely the General Manager-CFO,



BANK OF MAHARASHTRA, Lokmangal, 1501, Shivaji Nagar, Pune 411005

7.2.10. 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 erasing / overwriting / cutting or without authentication will be Liable for rejection. Authorization Letter for signing the Bid documents duly signed by MBs/BRLM(s) firm/Company's Authorized signatory should be submitted.

### **7.3. Preparation of Bids:**

The Bid should be typed or written in English Language with font size of **12** in **indelible ink** and should be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix his/her signature on all pages of the Bids, except for un-amended printed Literature.

### **7.4. Cost & Currency:**

The Offer must be made in % of amount mobilized and allotted (The final Issue Size of each tranche) as per the Commercial Bid as in **Annexure 11**.

### **7.5. Erasures or Alterations:**

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the Bid guidelines and as unacceptable.

### **7.6. Assumptions/Presumptions/Modifications:**

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a Later stage, unless such assumptions, presumptions, modifications, terms, conditions, deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, presumptions, modifications, terms, conditions, deviation etc., in the Bidder's response to this RFP document.





## 7.7. Submission of Bids:

- 7.7.1 Bid complete in all respects may be dropped in the Bid Box placed for the purpose at BANK OF MAHARASHTRA, Head Office, Pune or sent through post/courier to The Assistant General Manager & Company Secretary, BANK OF MAHARASHTRA, Lokmangal, 1501, Shivaji Nagar, Pune 411005 on Bank's working days from 10:00 Hrs to 15:00 Hrs on or before **27.12.2021**. Bids received after due date & time shall not be entertained.
- 7.7.2 At any time prior to the closing time of submission of the bids, the Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective MBs/BRLMs firm/company, may modify this RFP, by amendment. All prospective MBs/BRLMs firm/company who participate in this RFP shall keep themselves aware of any or all such modifications by regularly visiting the bank's website as all such changes/modifications shall be solely informed through Bank's website only and all such amendments shall be binding on them and shall form integral part of this RFP. In order to allow the prospective MBs/BRLMs firm/company, reasonable time to take into account, the amendments, if any, in preparing the bids, the Bank at its discretion may reasonably extend the closing date & time of this RFP document, in which case all rights and obligations of BANK OF MAHARASHTRA and Bidder previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 7.7.3 Any bid received by BANK OF MAHARASHTRA after the deadline for submission of bids **shall be rejected outright**.
- 7.7.4 The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid. The Bid properly super scribed in the manner prescribed in earlier clauses of this RFP should be submitted to the Place, Venue, Date and Time mentioned herein above (Refer Clause 7.7.1).
- 7.7.5 If the Last day of submission of bids is declared as 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.
- 7.7.6 If envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.



7.7.7 The following officials will facilitate in bid related queries:

First Official	Alternate Official
Mr V P Srivastava, Chief Financial Officer (CFO) and General Manager, FM&A BANK OF MAHARASHTRA, Head Office, Lokmangal, 1501, Shivaji Nagar, Pune 411005	Mr. Chandrakant Bhagwat Sen. Mgr. & Comp. Sec. Investor Services Cell BANK OF MAHARASHTRA, Head Office, Lokmangal, 1501, Shivaji Nagar, Pune 411005

## 7.8. Late Response to RFP

The Responses to RFP should be received before the scheduled time and date mentioned in this RFP document, failing which the Responses/Bids will not be accepted.

## 7.9. Bid Opening

7.9.1 The Technical Bid will be opened as per schedule.

7.9.2 Bidder's representative/s may be present at the place and venue well in time along with an authorization Letter in hand for each bid opening under this RFP, as per the format **(Annexure-14)** enclosed.

**Note:** I. Authorization letter should be carried in person and shall not be placed inside any of the bid covers.

II. Allowing the bidder representative to attend the bid opening process will be subjected to prevailing conditions/ restrictions posed by COVID-19 pandemic. Having regard to COVID-19 pandemic restrictions prevailing on the scheduled date of opening the bids, the Bank at its sole discretion may not allow any representative of Bidder to attend bid opening process.

7.9.3 Attendance of all the representatives of the Bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature. The Bidders may note that no further notice will be given in this regard.

7.9.4 The Bank will scrutinize the bids received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required, to evaluate the bid has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements.



7.9.5 Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of consultancy and technical specifications and bidding document is submitted without any deviations.

7.9.6 The following details will be announced at the time of bid opening.

- Bidders name
- Submission or non-submission of DD towards Cost of RFP/Application Money and EMD (DD/Bank Guarantee in Lieu of EMD)
- Such other details as the Bank at its sole discretion may consider appropriate.

7.9.7 If any of the Bidders or all Bidders who submitted the Bid are not present during the specified date and time of opening, it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the Bank at its discretion will proceed further with opening of Technical Bid in their absence.

7.9.8 The Bank will communicate the date, time & venue of presentation to the bidders.

## **8. SELECTION OF BIDDER**

### **8.1. Clarification of offers by Bank:**

8.1.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the Bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank. However, no post bid clarification at the initiative of the Bidder shall be entertained.

8.1.2 The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer which does not constitute a material deviation. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the Bidders and the Bank reserves the right for such waivers.

## **9. EVALUATION METHODOLOGY:**

### **9.1. Technical Bid Evaluation Criteria:**

9.1.1 All bids shall be evaluated by an Evaluation Committee constituted/ to be constituted for this purpose by the Bank. Based on the details submitted by the Bidder in the technical bid and the presentation made by them before the Evaluation committee of the Bank, technical evaluation of the eligible bidder will be carried out as furnished in clause 9.1.4

9.1.2 A presentation before the Evaluation committee of the Bank is to be made by the bidder (Not more than 20 minutes) on the methodology/approach, time frame for implementation; Merchant Banking services recommendations/activities in the Bank through VC. The technical capabilities and competence of the Bidder should be clearly reflected in the presentation. The Evaluation committee of the Bank may interact with the Bidder or bidder's authorized representatives during the presentation.

9.1.3 A maximum of 100 marks will be allocated for the technical bid. The technical scoring of the proposals will be broadly based on the criteria as per 9.1.4 herein after:

#### **9.1.4 Evaluation of Technical Bid:**

<b>Section</b>	<b>Description</b>	<b>Maximum Marks</b>
<b>A</b>	<b>Experience of handling deals in BFSI or others Indian equity markets and understanding / positioning of Indian Banking Sector</b> <ul style="list-style-type: none"> <li>a) Credentials – Experience of managing Capital Market issuances as Merchant Bankers</li> <li>b) Experience in Equity Advisory and Research / Investment Banking</li> <li>c) SWOT analysis of the Bank</li> <li>d) Mobilisation commitment (Rs. in crore)</li> </ul>	<b>20</b>

Section	Description	Maximum Marks
<b>B</b>	<b>Team strength (BFSI) and commitment-</b> a) Details of the core team that will be handling the proposed issue, their status in the organization, their background, qualification, experience and contact details. b) Quality of deal team and its ability to handle the issues that arise during the transactions. c) Details of other professionals who would provide back-up support may also be indicated separately. An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation, etc., another person of similar qualification and experience would be made available	<b>10</b>
<b>C</b>	<b>Investor connect, relationship and track record</b> a) Indicate domestic and global distribution network b) Understanding and relationship with domestic and international institutional investors.	<b>10</b>
<b>D</b>	<b>Research coverage and capability</b> a) Research strength within the country and globally b) Research reports published on Banking and Financial Services companies in India c) Background and Rating of Research Team	<b>10</b>
<b>E</b>	<b>Understanding of Regulatory laws/issues.</b> a) Understanding the requirements of various regulatory agencies pertinent for the issue and for BANK OF MAHARASHTRA. b) Guide, facilitate and advise on the regulatory norms and assisting in securing approval and exemptions, wherever necessary, from various regulatory agencies and others and completion of regulatory requirements.	<b>10</b>
<b>F</b>	<b>Technical Presentation &amp; Management Discussion</b>	<b>40</b>
<b>Total Marks</b>		<b>100</b>

**Note:** The bids which are securing technical score of 60 or more marks out of a total of 100 marks are considered as technically qualified. In case, there is only one firm/company having technical score of 60 or more, the Bank may, at its discretion, also consider the next highest technical score with a minimum score of 50. In case, none of the participative firm/company qualifies on technical criteria to reach or exceed the cut- off score of 60, then the Bank, at its sole discretion, may qualify two or more bidders on the basis of top two scores with a minimum score of 50.

- 9.1.5 A List of key personnel to be deployed for the project is to be furnished with details of Name, Age, Qualification and Experience in **Annexure – 2**. During the course of the presentation, the Bank including members of evaluation committee has right to interview the personnel, to decide to deploy in the assignment or not. The Bank shall reserve the right to seek the change of resource personnel in case of need.

## **9.2. Opening of Commercial Bid:**

Commercial bids of only technically qualified bidders shall be opened. The Bank will intimate/ **communicate the date and time** of opening of Commercial bids to the technically qualified bidders.

## **9.3. Techno-Commercial Evaluation criteria:**

- 9.3.1. The Selection of MBs/ BRLMs will be based on their score in Techno-commercial evaluation. The Technical evaluation score shall have 80% weightage and quoted cost commercial Bid shall have 20% weightage. On the basis of combined weightage score for Technical Evaluation score and Commercial Evaluation score, the MBs/BRLMs shall be ranked in order of their total combined score.
- 9.3.2. The MBs/BRLMs firm/ Company obtaining the highest total combined score in Techno commercial evaluation will be ranked as H-1 followed by the MBs/BRLMs firm / company securing Lesser marks as H-2, H-3 etc. However Bank may select and appoint any number of MBs/BRLMs with requisite experience who together will be designated as MBs/BRLMs. The MBs/BRLMs on consultation with the issuer, will form a syndicate as required under the applicable Law, guidelines and regulations. The Bank will have the option of appointing additional syndicate member(s)/ Advisor(s/), Co-Manager(s) if considered necessary.
- 9.3.3. The selection Committee would evaluate the bidders on the technical bid detailed in subject to Note under clause 9.1.4 of the RFP and also based on their presentation. Bidders will be shortlisted by Evaluation Committee based on above criteria.
- 9.3.4. The Bank will open the Commercial Bids of only the shortlisted bidders. The date and time of opening of Commercial/ Financial Bids will be communicated later.
- 9.3.5. The marks scored by the shortlisted Bidders in the technical evaluation will then be given a weightage of 80%. Similarly, the commercial Bids of the shortlisted Bidders will be given a weightage of 20%. The combined score of Technical and Financial Bids will determine the H1 (Bidder scoring the highest points / Marks), H2, H3 and so on. The Bank will

select the BRLMs who will agree to undertake the assignment. The Bank will use waterfall (Sequential Ranking) for the next BRLMs in case of any shortlisted BRLM does not accept the appointment.

- 9.3.6. The Bank intends to ensure participation of a well-rounded mix of qualifying BRLMs both domestic and foreign, in relation to the QIP. It is therefore intended that the process adopted for shortlisting of bidder will strive for a balanced representation of BRLMs as above. The mix of Bankers would be subject to Bank's sole discretion based on evaluation.
- 9.3.7. The Bidder scoring the highest points/marks (H1) based on the above principles would be appointed for transaction. The other evaluated BRLMs who are ranked as H2, H3 and so on in that order would be asked to accept the fees quoted by H1 and the parties who so accept the fees quoted by H1 will also be appointed till the required number of BRLMs are reached. The Bank may also consider selecting lesser/more number of Bidder for appointment as BRLMs.
- 9.3.8. **The fee quoted by H1 would be paid proportionately to appointed BRLMs based on their share of total amount allotted out of the amount mobilized by them.** However, if any selected BRLM has quoted a Lower fee than the fee quoted by H1, in that case the concerned BRLM will get proportionate fee quoted by them (i.e. Lower fees) on their share of total amount allotted out of the amount mobilized by them.
- 9.3.9. Amount canvassed by Bank from financial institution like Life Insurance Corporation of India (LIC) will not be considered for calculation/payment of fees.
- 9.3.10. Left/ Main Lead for each tranche of QIP will be decided by the Bank at its sole discretion. However the MBs/BRLM(s) so selected will have the right to refuse the position of the Left/ Main Lead. In such a case, the Bank may appoint other MB as Left/ Main Lead for the issue.

#### **9.4. Correction of Error in Commercial Bid:**

Bank reserves the right to correct any arithmetical errors furnished in the Price Bid. If any such errors are noticed it will be rectified on the following basis:

- 9.4.1 Bank may waive off any minor non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 9.4.2 If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 9.4.3 If there is discrepancy in the total arrived in Commercial Bid (addition, subtraction, multiplication, division and carryover of amount from one



page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Commercial Bid.

9.4.4 If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

9.4.5 If the Bidder does not accept the correction of errors, the bid will be rejected.

## **10. BID OWNERSHIP:**

The bid and all supporting documentation submitted by the Bidder shall become the property of the Bank. As the Bidder's bid is central to the evaluation and selection process, it is important that, the bidder carefully prepares the bid as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical Literature relating to their bid along with its bid, but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/ Annexure to this RFP shall form integral part of the RFP.

## **11. ACCEPTANCE OF OFFER:**

11.1. The Bank reserves its right to accept or reject any or all the offers without assigning any reason thereof whatsoever.

11.2. The Bank will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.

11.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the Lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to re-bid the RFP with or without modifications.

11.4. The Bidder including those, whose Bid 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 Bids, even though the Bank may elect to modify/withdraw the Bid.

11.5. The selected bidders shall submit the acceptance of the order within 7 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted.

11.6. Bank reserves its right to consider at its sole discretion the late acceptance



of the order by selected Bidder.

**11.7.** The date of commencement of services shall be recorded mutually by the Bank and the BRLMs firm/company.

## **12. TERMS AND CONDITIONS:**

### **12.1. Authorized Official:**

The selected MBs/BRLMs firm/company shall indicate the authorized officials who can discuss and correspond with the Bank, with regard to the obligations under the contract. The MBs/BRLMs firm/company shall furnish copy of power of attorney/authorization letter/proof of signature identification for above purposes as may be required by the Bank.

### **12.2. Bank reserves the rights to:**

- 12.2.1 Accept or Reject any or all responses received in response to the RFP
- 12.2.2 Extend the time for submission of all proposals
- 12.2.3 Cancel the RFP at any stage, without assigning any reason whatsoever.
- 12.2.4 Interview the personnel being deployed on the project
- 12.2.5 Visit the place of work of the MBs/BRLMs firm/company
- 12.2.6 Conduct an audit of the services provided by the MBs/BRLMs firm/company.
- 12.2.7 Ascertain information from the Banks and other institutions to which the BRLMs firm/company have rendered their services for execution of similar projects.

### **12.3. Adherence to Standards:**

The BRLMs firm/company should adhere to Laws of Land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

### **12.4. Fees:**

- 12.4.1 It may be noted that the Bank will not be liable to pay any other amount / other expenses like travel and accommodation etc., except the agreed fees. The MBs/BRLMs firm/company is expected to quote price in Indian Rupees for the services exclusive of applicable taxes. The TDS amount at prevailing rate and work contract tax etc. shall be deducted from the MBs/BRLMs firm/company payments. The MBs/BRLMs firm/company shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

12.4.2 The Bank may consider reimbursement of actual expenses incurred by BRLMs/Left/Main Lead in case of scrapping of the whole QIP process of a particular tranche in advanced stage subject to production of proof/bills i.e. after preparation of draft Placement Document, completion of multiple Road shows etc. The said reimbursement will be fully discretionary by the Bank and no BRLMs/Left/Main Lead shall have any right or claim for the same in any manner whatsoever. The Bank shall have the right to refuse reimbursement based on its own judgment. The decision of the Bank shall be final and binding on BRLMs/Left/Main Lead.

**12.4.3 There shall be no advance payments.**

**12.5. Terms of Payment:**

12.5.1 Payment: 90% of the agreed fees will be paid on the receipt of the proceeds of the QIP, by the Bank.

12.5.2 Retention Money: 10% of the agreed fees Amount will be retained by the Bank as Retention Money and the amount retained shall be paid after completion of all the formalities by the BRLMs.

**12.6** The Bank may charge penalty for any delay in the execution of the project due to reasons attributable to the BRLMs firm/company at the rate 1% per week of the amount payable for the delay in phases of implementation. The penalty will be calculated on the amount of fixed fee quoted for the assignment.

**12.7. Professionalism:**

The MBs/BRLMs firm/company should provide professional, objective and impartial advice at all times and work to protect the interest of the bank and should observe the highest standard of ethics while executing the assignment.

**12.8. Co-ordination:**

The MBs/BRLMs firm/company who is awarded the order under this RFP required to co-ordinate with various division/department/controlling-offices/branches and interacts with various department executives/official. In turn Bank officials/executives may approach the MBs/BRLMs firm/company for Merchant Banking services based on their requirements.

**12.9. Start of Services:**

12.9.1 The BRLMs firm/company shall be responsible for commencing the service under the RFP immediately on signing the agreement or such other commencement date mutually decided by the parties (Bank & BRLM) and intimated in writing to each other. The responsibility of collecting all the

required information pertaining to the present systems of the Bank shall be with the selected BRLMs firm/company. Cost of any eligibility Licenses / certificates / software/ hardware etc., required to provide the Merchant Banking services Listed under 'Scope of Consultancy' should be borne by the selected BRLMs firm/company.

12.9.2 The date of commencement of services shall be decided mutually by the Bank and the BRLMs firm/company.

**12.10. Contract Period:**

The contract shall be for a period up to 31.03.2022 from the date of commencement of services. However, the same can be extended with mutual consent without any extra cost.

**12.11. Substitution of Project Team Members:**

12.11.1 During the assignment, the substitution of key staff (Team Leader and two senior members) identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the MBs/BRLMs firm/company can do so only with the concurrence of the Bank in writing.

12.11.2 The MBs/BRLMs firm/company shall provide resources as per the experience submitted in the evaluation criteria till completion of the project. In case of replacement with the prior permission of the Bank, the changed resources shall also be of the same qualification & experience or more and shall be as per the evaluation criteria.

12.11.3 In the event of failure of the successful bidder to change the resource personnel and provide a qualified and experienced person to the satisfaction of the Bank, the Bank reserve the right to terminate the Contract after serving a notice of 7 days.

**12.12. Sub-contracting:**

The selected MBs/BRLMs firm/company shall not sub-contract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract. In case, any particular specialized service in the scope of consultancy requires subcontracting, only such activity, by providing such details to the Bank, can be sub-contracted only with prior permission from the Bank in writing. However, any payment to such sub-contract is to be paid by the MBs/BRLMs firm/company and the Bank will not pay any amount other than the professional fees accepted by the Bank.



### **12.13. Cancellation of Contract and Compensation:**

12.13.1 The Bank reserves the right to cancel the contract of the contracted MBs/BRLM and recover expenditure incurred by the Bank on the following circumstances:

- a) The selected MBs/BRLMs firm/company commits a breach of any of the terms and conditions of the bid/ contract.
- b) The MBs/BRLMs firm/company goes into Liquidation voluntarily or otherwise.
- c) The progress regarding execution of the contract, made by the selected MBs/BRLMs firm/company is found to be unsatisfactory.
- d) Any other reason attributable to the MBs/BRLMs firm/company.

12.13.2 In case it is found anytime during the course of the RFP process or at any time before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information.

12.13.3 The Bank at any time considers that the services of the selected bidder are in any manner deficient and /or are not being performed to the satisfaction of the Bank in terms of scope of work as set out herein or in the engagement Letter or in any agreement that may be executed with successful bidder.

12.13.4 If it is detected at any stage that any form of canvassing/ Lobbying/exercise of influence/cartelization etc. has been put to use by the Bidder.

12.13.5 After the award of the contract, if the selected MBs/BRLMs firm/company does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In such an event, the MBs/BRLMs firm/company is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the contract.

12.13.6 The Bank reserves the right to recover any dues payable by the selected MBs/BRLMs firm/company from any amount outstanding to the credit of the selected MBs/BRLMs firm/company, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract /order.

#### **12.14. Non-payment of professional fees:**

12.14.1 If any of the items/activities/area of assignments as mentioned in the RFP is not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the MBs/BRLMs firm/company in the Commercial Offer against such activity/item/assignment. In case any assignment is entrusted, the Bank will pay only to the executed part of assignment and rest of the assignment may be cancelled.

12.14.2 The Bank may consider reimbursement of actual expenses incurred by BRLMs/Left/Main Lead in case of scrapping of the whole QIP process of a particular tranche in advanced stage i.e. after preparation of draft Placement Document, completion of multiple Road shows etc. The said reimbursement will be fully discretionary by the Bank and no BRLMs/Left/Main Lead shall have any right or claim for the same in any manner whatsoever. The Bank shall have the right to refuse reimbursement based on its own judgment. The decision of the Bank shall be final and binding on BRLMs/Left/Main Lead.

**12.15 Termination:** The Bank reserves its right to terminate the contract without assigning any reasons whatsoever by giving a prior notice of 30 days. However, the bidder will not have right to terminate this contract.

#### **12.16. Applicable Law and Jurisdiction of court:**

The Contract with the selected MBs/BRLMs firm/company shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in Pune (with the exclusion of all other Courts).

#### **12.17. Execution of SLA/NDA:**

The MBs/BRLMs firm/company should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed in the RFP and as may be prescribed by the Bank regarding deliverables and (b) Non-disclosure Agreement (NDA). The MBs/BRLMs firm/company should execute the SLA and NDA after acceptance of appointment/engagement.

#### **12.18. Confidential information:**

Confidential Information is any and all proprietary information, Bank data, customer Lists, customer information, account information, and business information regarding business planning and operations of Bank or any or any other information or data whether such data is permanent or otherwise disclosed by the Bank. Confidential information does not include information that is or

becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable Laws. Software in human-readable form (e. g. source code) and the Bank's data values stored in computers will be considered confidential information whether or not marked as such.

As the successful MBs/BRLMs firm/company will have access to Bank specific information/ acquire business related knowledge which are sensitive, confidential etc., the MBs/BRLMs firm/company is required to sign confidentiality (Non - Disclosure) agreement not to disclose or part with any information relating to the Bank or its customers, vendors etc. to any person/s for any reason whatsoever. The successful MBs/BRLMs firm/company shall also undertake to keep confidential all confidential information (written or oral) even after the termination of the Contract concerning all facts of the business of the Bank, which has been obtained or understood during the course of the assignment.

#### **12.19. Compliance with Statutory and Regulatory Provisions:**

The selected MBs/BRLMs firm/company shall comply with SEBI (MBs/BRLMs) Regulations 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, Companies Act, 2013 and SEBI (Listing (Obligations & Disclosure Requirements) Regulations 2015 and all other applicable SEBI guidelines and statutory provisions to ensure the success of the QIPs of BANK OF MAHARASHTRA and all statutory and regulatory provisions while undertaking the services mentioned in this RFP.

#### **12.20. Publicity:**

Any publicity by the selected MBs/BRLMs firm/company in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

#### **12.21. Force Majeure:**

12.21.1 The parties shall not be Liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

12.21.2 For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, earth quake, fire, Epidemic, Pandemic and Lockdown events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

12.21.3 In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof



immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

12.21.4 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

12.21.5 Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the MBs/BRLMs firm/company.

## **12.22. Resolution of Disputes:**

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably. However, in case of non-settlement of such dispute, the matter 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. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

## **12.23. Bid Documents/ Responses to RFP:**

12.23.1 The Bank will register the responses/bids received against this RFP document by making entries in a separate register kept for the purpose, upon receiving a RFP response/bid. The response/bid to this RFP must contain all documents, information, declarations, confirmations and details required by this RFP document. If the response/bid against this RFP does not include all the documents and information required or is incomplete or submission is through e-mail /fax, such response/bid shall be liable to be rejected summarily.

12.23.2 All submissions, including any accompanying documents once submitted to the Bank, will become the property of the Bank. The respondent(s)/bidder(s) shall be deemed to have granted all rights to the Bank to reproduce the whole or any part of their submission for the purpose of evaluation, to disclose the contents of the submission to other



respondents, who have registered a submission and to disclose and / or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or patent of the respondent in the submission and / or accompanying documents.

12.23.3 Respondents/Bidders are required to direct all communications for any query / clarification related to this RFP to the official of the Bank through e-mail only. All such queries / clarifications received up to the date specified in this RFP will only be entertained by the Bank. The Bank will communicate all the replies/clarification to the queries to the respective bidders and may upload the same in Bank's website.

**12.24. Disqualification:**

Any form of canvassing / Lobbying / influence / query regarding status etc., will be Liable for disqualification.

**13. ADHERENCE TO THE SOCIAL MEDIA POLICY OF THE BANK:**

**13.1.** No person of Bank or the contractors, vendor and third parties shall violate the Social Media Policy of the Bank.

**13.2.** The following acts on the part of personnel of the Bank or contractors, Vendors and third parties shall be construed as violation of Social Media Policy.

- a) Non-adherence to the standards/guidelines in relation to social Media Policy issued by the bank from time to time.
- b) Any omission or commission which exposes the Bank to actual or potential monetary Loss or otherwise, reputation Loss on account of non-adherence of Social Media related systems and procedures.

**14. ACCOUNTABILITY:**

**14.1.** The Book Running Lead Managers shall be accountable with respect to the following:

14.1.1. Holding valid Registration certificate through the duration of QIP in accordance with the provisions of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time;

14.1.2. All the responsibilities indicated in the scope of work and any other activities that the Book Running Lead Managers may perform in connection with QIP (Including conducting Road Shows / Investor's meet); and

14.1.3. All other obligations it is required to undertake in accordance with the applicable provisions of the Securities and Exchange Board of India (Merchant Bankers), 1992, as amended, the Securities and Exchange

Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (Including undertaking necessary due diligence) and terms and conditions of the transaction agreements entered into with Book Running Lead Managers in connections with the QIP.

**14.2.** In case of violation of any of any of the above mentioned terms and conditions, the Bank shall have the rights to terminate the engagement of the defaulting Book Running Lead Manager(s) in accordance with the terms and conditions of the transaction agreements entered into with the Book Running Lead Managers in connection with the QIP and take any other Legal action or recourse as may be available to the Bank under the applicable Laws.

## **15. GENERAL CONDITIONS:**

### **15.1. Intellectual Property Rights:**

15.1.1. MBs/BRLMs firm/company warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. MBs/BRLMs firm/ company warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever.

15.1.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Merchant Banker(s) firm/company shall at its choice and expense:

[a] procure for Bank the right to continue to use such deliverables;  
[b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to MBs/BRLMs firm/company for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent service in addition to the penalties Levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the MBs/BRLMs firm/company shall be responsible for payment of penalties in case service Levels are not met because of inability of the bank to use the proposed solution.

15.1.3. The MBs/BRLMs firm/company acknowledges that Business logics,

work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of the MBs/BRLMs firm/company.

## **15.2. Indemnity:**

15.2.1 The MBs/BRLMs firm/company shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, Liabilities (including statutory Liability), penalties, demands, charges, costs (including Legal costs) and expenses, damages, Losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- The breach, default or non-performance of undertakings, warranties, covenants or obligations by the MBs/BRLMs firm/company;
- Any contravention or Non-compliance with any applicable Laws, regulations, rules, statutory or Legal requirements by the MBs/BRLMs firm/company;

15.2.2 Failure to make the allotment and placement diligently, accurately and in accordance with allotment criteria. The successful bidder shall indemnify the Bank with all the market price differentials, damages, costs, expenses which the Bank has to bear due to incidents of omission and commission of successful bidder, whether intentional or inadvertent.

15.2.3 Further, the MBs/BRLMs firm/company shall indemnify, protect and save the Bank against all claims, Losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any Law pertaining to patent, trademarks, copyrights etc.

15.2.4 All indemnities shall survive notwithstanding expiry or termination of the contract and MBs/BRLMs firm/company shall continue to be liable under the indemnities.

15.2.5 An indemnity bond, as per Bank's format, has to be submitted by the successful MBs/BRLMs firm/company.

## **15.3. Inspection of Records:**

Bank at its discretion may verify the records or appoint third party for verification of records and the MBs/BRLMs firm/company shall extend all cooperation in this regard. Reserve Bank of India and other regulatory authorities may also conduct inspection of the services provided by the respondent to the Bank.

#### 15.4. Amendments to the Agreement:

The agreement will be prepared in accordance with RFP floated. Once contract agreement and Service Level agreement [SLA] are executed with the MBs/BRLMs firm/company, no amendments or modifications of Agreement and no waiver of any of the terms or conditions here of shall be valid or binding unless made in writing with mutual consent of the parties.

#### 15.5. Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at Law or in equity.

#### 15.6. Limitation of Liability

15.6.1 The MBs/BRLMs firm/company aggregate Liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such Liability (whether in contract, tort or otherwise), shall be at actual and Limited to the Total Contract Value.

15.6.2 MBs/BRLMs firm/company Liability in case of claims against the Bank resulting from Misconduct or Negligence of MBs/BRLMs firm/company, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

#### 15.7. Modification and Withdrawal of Bids

15.7.1 The Bidder may modify or withdraw its bid after submission provided that the written notice of the modification or withdrawal is received by the Bank before the deadline prescribed for submission of bids.

15.7.2 Modification or withdrawal notice shall be prepared, sealed, marked and dispatched by the Bidder. A withdrawal notice may also be sent by email but followed by the hard copy duly signed by authorized representative through post or courier, **not later than the deadline for submission of bids**. No bid shall be modified subsequent to the deadline for submission of bids.

## 15.8. Confidentiality and Non-disclosure

- 15.8.1 All Bank's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of Bidder and/or its employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations. Bidder shall indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by Bidder and/or its employees and shall immediately reimburse and pay to Bank on demand all damages, Loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.
- 15.8.2 It is clarified that "Confidential Information" means any and all information that is or has been received by the Bidder (Receiving Party) from the Bank (Disclosing Party) and that (a) relates to the Disclosing Party and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agent, representatives or consultants. In maintaining confidentiality, the Receiving Party on receiving the confidential information and material agrees and warrants that it shall take at Least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of Like importance and such degree of care shall be at Least, what reasonably calculated to prevent such inadvertent disclosure.
- 15.8.3 The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, subcontractors, agents or consultants."
- 15.8.4 Also, keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized

access by any third Party. Upon written request by the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven(7) business days of receipt of request, and (iii) upon request of the Disclosing Party, confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The Receiving Party to the extent practicable, immediately destroy all analyses, compilation, notes studies memoranda or other documents prepared by it and the same contain, reflect or derive from confidential information relating to the Disclosing Party. The Receiving party immediately expunge any confidential information, word processor or other device in its possession or under its custody & control and thereafter furnish a Certificate signed by the Authorized person confirm that to the best of his/her knowledge, information and belief, having made all proper enquiries and the requirement of confidentiality aspect has been complied with.

The confidential information and material and all copies thereof, in whatsoever form shall at all the times remain the property of the Disclosing Party and disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document. The confidentiality obligations shall survive the expiry or termination of the proposed Agreement to be executed between the Bank and the successful bidder.

15.8.5 The restrictions mentioned hereinabove shall not apply to:

- a) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the disclosing Party contrary to the terms of this document) or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- b) Any disclosure required by Law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any government, statutory or regulatory body which is Lawfully entitled to require any such disclosure provided that, so far as it is Lawful and practical to do so prior to such disclosures, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

### **15.9. Award of Contract/ Selection**

BANK OF MAHARASHTRA shall consider selection of MBs/ BRLMs firm/company, whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable by the Bank. Selected MBs/ BRLMs



firm/company will have to enter into an agreement with BANK OF MAHARASHTRA.

#### **15.10.Assignments**

- 15.10.1 The Bidder shall not be entitled to assign any or all of its rights and or obligations under this Bid and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.
- 15.10.2 If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Bid/Award of contract may or may not be considered or assigned to the new entity.
- 15.10.3 In the event of bidder undergoing merger, demerger, amalgamation, takeover, consolidation, reconstruction, change of ownership etc. at any time, the same shall be informed to the Bank promptly and without any delay. The Bank reserves the right to cancel the contract in any of such event without inviting any Liability to reimburse or compensate for the expenses incurred by the bidder. The decision of the Bank to deal or not to deal with the bidder in its reconstituted or reorganized form is final and binding.

#### **15.11. Other Terms**

- 15.11.1. Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- 15.11.2. No incentive other than quoted commercial/ professional fees shall be payable to MBs/BRLMs.
- 15.11.3. The Bidder shall fully indemnify, defend and hold BANK OF MAHARASHTRA harmless against all claims, Liabilities, Losses or damages, recoveries, proceedings, damages, actions, judgments, costs, charges and expenses which may be made or brought or commenced against BANK OF MAHARASHTRA or which BANK OF MAHARASHTRA may or may not have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of contract by the Bidder or its agents, employees, officers or any matters arising upon or by virtues of the contract.
- 15.11.4. The Bank, may, at any time, by a written order given to a Bidder, make changes within the general scope of the contract related to terms of references, enlarging the scope, analysis or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.
- 15.11.5. The Bank may engage the services of external consultant(s) for evaluation



of the bid(s). It will be Bank's discretion to decide in the matter at the relevant point of time.

**15.12.** The following other general conditions shall apply in contract made by the Bank for availing the Services of selected Bidder.

- a) The selected Bidder shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all Licenses, consents and permits, as may be required for the delivery / performance of the services from time to time.
- b) In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or Common Law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Bidder shall compensate/repay the Bank any of the commission already paid to the Bidder or any other Loss that might be incurred by the Bank without any Limit whatsoever.
- c) BANK OF MAHARASHTRA through its authorized officers shall have right to inspect the services regarding conduct of Merchant Banking services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the Bidder.
- d) BANK OF MAHARASHTRA reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honor its bid without sufficient grounds and circulate its names to IBA, RBI, Other regulatory authorities and other Peer Banks.
- e) The selected Bidder shall ensure secrecy of MBs/BRLMs services related brief, other data which is shared, its findings and recommendations, etc.
- f) It shall be obligatory on the part of Bidder to share the sources of secondary data, primary data, Bank of Maharashtra interviews/questionnaires etc. and any other items, which are not proprietary property of the Bidder.

**15.13. General Contract Agreement Conditions:**

15.13.1. No forbearance, indulgence, relaxation or inaction by any Party (The Bank or MBs/BRLMs firm/company) at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.

15.13.2. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.



- 15.13.3. All remedies of either the Bank or MBs/BRLMs firm/company under the Agreement whether provided herein or conferred by statute, civil Law, common Law, custom, or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.
- 15.13.4. If any provision of Agreement or the application thereof to any person or Party (The Bank/MBs/BRLMs firm/company) is or becomes invalid or unenforceable or prohibited by Law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties (The Bank and MBs/BRLMs firm/company) shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and Legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 15.13.5. None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties (The Bank and MBs/BRLMs firm/company) and neither Party (The Bank nor MBs/BRLMs firm/company) shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 15.13.6. Agreement shall not be intended and shall not be construed to confer on any person other than the Parties (The Bank and MBs/BRLMs firm/company) hereto, any rights or remedies herein.
- 15.13.7. Agreement shall be executed in English Language in 1 (one) original, the Bank receiving the duly signed original and MBs/ BRLMs firm/company receiving the duly attested photocopy.
- 15.13.8.** The successful Bidder shall submit signed Pre Contract integrity pact on requisite stamp paper as per **Annexure-09**.

## **16. NEGLIGENCE:**

In connection with the work or contravenes the provisions of General Terms, if the selected MBs/BRLMs firm/company neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to the Selected Bidder in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected MBs/BRLMs firm/company calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected MBs/BRLMs firm/company Liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of

the selected MBs/ BRLMs firm/company.

**17. RESPONSIBILITY FOR COMPLETENESS:**

The MBs/BRLMs firm/company shall ensure that the Services provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

**18. RESPONSIBILITIES OF THE MBs/BRLMS FIRM/COMPANY:**

By submitting a signed bid/response to this RFP, the MBs/BRLMs firm/company certifies that:

- 18.1 The MBs/BRLMs firm/company has arrived at the prices in its bid without agreement with any other MBs/BRLMs firm/company of this RFP for the purpose of restricting competition.
- 18.2 The prices in the bid have not been disclosed and shall not be disclosed to any other MBs/BRLMs firm/company of this RFP.
- 18.3 No attempt by the MBs/BRLMs firm/company to induce any other MBs/BRLMs firm/company to submit or not to submit a bid for restricting competition has occurred.
- 18.4 Each MBs/BRLMs firm/company must indicate whether or not they have any actual or potential conflict of interest related to contracting services with BANK OF MAHARASHTRA. In case such conflicts of interest do arise, the MBs/BRLMs firm/company must indicate the manner in which such conflicts can be resolved.
- 18.5 The MBs/BRLMs firm/company represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The MBs/BRLMs firm/company shall independently chart out the entire ambit of services suitable for this assignment as are required to be delivered in accordance with scope of work, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the MBs/BRLMs firm/company at no additional cost to the Bank. The MBs/BRLMs firm/company also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the MBs/BRLMs firm/company of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the MBs/BRLMs firm/company to fulfill all the terms and conditions of this RFP.

## **19. CORRUPT AND FRAUDULENT PRACTICES:**

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

19.2 "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

19.3 "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 BRLMs firm/company (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.

19.4 The Bank reserves the right to reject a proposal for award if it determines that the MBs/BRLMs firm/company recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

19.6 The decision of Bank in determining the above aspects will be final and binding on all the Bidders. No Bidder shall contact through any means of communication to the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time of the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

19.7 Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and / or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

19.8 The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time.



## **20. VICARIOUS LIABILITY:**

- 20.1 The selected MBs/BRLMs firm/company shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected MBs/BRLMs firm/company and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected MBs/BRLMs firm/company, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected MBs/BRLMs firm/company shall be paid by the selected MBs/BRLMs firm/company alone and the Bank shall not have any direct or indirect Liability or obligation, to pay any charges, claims or wages of any of the selected MBs/BRLMs firm/company's employees, agents, contractors, subcontractors etc. The selected MBs/BRLMs firm/company shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against Loss or Liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected MBs/BRLMs firm/company's employees, agents, contractors, subcontractors, etc.
- 20.2 The selected Merchant Banker is no way permitted by virtue of this clause to engage agents, contractors, subcontractors etc. for accomplishing the assignment entrusted to such MBs/BRLMs firm/company. Appointment of any of these or an external expert shall be done only with the prior consent of the Bank in writing. Any assignment shall be done only in accordance with Clause 15.10.

(V P Srivastava)  
General Manager, FM&A and CFO

*(The certificate should be signed by the authorized signatory of the bidder on the firm's letter head along with the seal of the bidder.)*

**Bid Covering letter format**

Reference No:

Date:

The General Manager - CFO  
BANK OF MAHARASHTRA  
Head Office, Lokmanagal,  
1501, Shivaji Nagar, Pune 411005

Dear Sir,

**SUB: RFP for "Appointment of MBs/BRLMs"**

**Ref: Your RFP Ref No. : BOM/FM&A/QIP/3/2021-22 dated 10.12.2021**

Having examined the RFP document including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Merchant Banking Services in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial bid and made part of this bid.

If our offer is accepted we are ready to provide the Merchant Banking services as MBs/BRLMs for a period up to 31.03.2022 from the date of commencement of services which can be extended by mutual consent with no extra cost.

We enclose an application money/cost of RFP document for Rs.5,000/- (Rupees Five Thousand only) in the form of Demand Draft in favour of BANK OF MAHARASHTRA, payable at Pune (Non-refundable). We enclose a Demand Draft /Bank Guarantee in Lieu of EMD for Rs.5,00,000/- (Rupees Five Lakh only) in favour of BANK OF MAHARASHTRA as EMD.

We agree to abide by this offer till 180 days from the date of opening of Commercial/Price Bid (Maximum up to 31.03.2022) and for such further period as mutually agreed between the Bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in Lieu of EMD during the entire validity period of the Bid/Contract. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in Lieu of EMD, without reference to us. We agree to abide by and fulfill all the terms and conditions of the Bid 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 Bid together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of works/services/consultancy of the subject RFP.

Until a formal contract is prepared and executed, this offer together with the Bank's written acceptance thereof and the Bank's notification of award shall constitute a binding contract between us.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our firm/company has not been blacklisted/ barred by any regulator/ statutory body and or public Sector Undertaking.

We confirm that our firm/company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the Merchant Banking services. We understand that the Bank is not bound to accept the Lowest or any offer the Bank may receive without assigning any reason whatsoever.

Place:

Signature with seal

Date:

Name :  
Designation:

**PROPOSED LIST OF KEY PERSONNEL**

<b>Sl. No.</b>	<b>Name</b>	<b>Age</b>	<b>Qualification</b>	<b>Official Mail ID and Mobile</b>	<b>Experience in Merchant Banking – PSBs / Other institutions</b>
1					
2					
3					
4					
5					
6					

A list of key personnel to be deployed for the project is to be furnished with details of Name, Age, Qualification and Experience.

1. For the Team Leader
2. For Two Senior Team Members

The Bank shall reserve the right to seek the change of resource personnel in case of need.

Place:

Date:

**Seal and signature of the MBs/BRLMs firm/company**



**STATEMENT SHOWING INFORMATION ABOUT THE TEAM****A. Organizational Chart (Please Furnish)****B. Details of Team**

Particulars	Total Years of Experience	Years Of Experience With Present Organization	Location	No. of Issues Handled	Amount (Rs. in Cr)
IBD (International Banking Division) (Members)					
ECM (Equity Capital Market)					
Sales (Members)					
Research (Members)					

**C. Details of Proposed Team to handle BANK OF MAHARASHTRA Issue:**

Particular	Total Years of experience	Years of experience with Present organization	Location	No. Of issues handled	Amount (Rs. Cr)
IBD (Members)					
ECM (Members)					
Sales (Members)					
Research (Members)					

**Statement Showing Details of Public Offerings Mobilization from**  
**01.04.2018 to 10.12.2021**

Particulars	QIB		HNI		Retail		Amount (Rs. Cr)	% of Mobilization in the corresponding Issues
India	No. of Issues	Amount	No. of Issues	Amount	No. of Issues	Amount		
IPO								
FPO								
QIP								
IPP								

**Mobilization Commitment on the QIP Process**

Committed Amount of QIP	Amount (Rs. in Crore only)

**Details of Domestic / International Public Offerings**

Parameters	01.04.18 to 31.03.19		01.04.19 to 31.03.20		01.04.20 to 31.03.21		01.04.21 to 10.12.2021	
	Mandate	Value	Mandate	Value	Mandate	Value	Mandate	Value
Domestic equity public								
Total								
International equity public offerings								
Total								
Public offerings pulled out/ withdrawn pre or post roadshow								
Total								

Note: Please provide for all issue types (IPO/FPO/QIP) and List of IPOs with a role as Left/Lead Bank also in the above mentioned format.

**DETAILS OF DOMESTIC / INTERNATIONAL PUBLIC OFFERINGS (BFSI Sector)**

Parameters	01.04.18 to 31.03.19		01.04.19 to 31.03.20		01.04.20 to 31.03.21		01.04.21 to 10.12.2021	
	Mandate	Value	Mandate	Value	Mandate	Value	Mandate	Value
Domestic equity publicofferings								
Total								
International equity public offerings								
Total								
Public offerings pulled out/ withdrawn pre or post roadshow								
Total								

Note: Please provide for all issue types i.e. IPO / FPO / QIP.

**Statement Showing Research Reports Details**

Research	Domestic Staff Strength (in Number)	No. of Research Publication	Date of Publication of Last Report	Rating	Target Price
A. Sectors					
1					
2					
3					
4					
5					
B. BFSI Companies					
1					
2					
3					
4					
5					

**Write up covering the aspects regarding Understanding of Regulatory laws/ issues**  
**(Not more than three A4 sized paper) (Refer 9.1.4)**

**ESCALATION MATRIX****Name of the Company:**

<b>Sl. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Full Office Address</b>	<b>Phone No.</b>	<b>Mobile No.</b>	<b>Fax</b>	<b>Email address</b>
		First Level Contact					
		Second level contact (If response not received in 24 Hours)					
		Regional/Zonal Head (If response not received in 48 Hours)					
		Country Head (If response not received in One week)					

Place:

Date:

**Seal and Signature of the MBs/BRLMs firm/company**

**Pre Contract Integrity Pact**

*"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, \_\_\_\_\_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' Shivajinagar Pune – 411005, (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 a n y, 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 furnishe d 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 hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_**

BUYER  
Name of the Officer  
Designation

BIDDER  
Chief Executive Officer  
(Office Seal)

IT Department  
Bank of Maharashtra  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

Name & Address): \_\_\_\_\_ ”

**Covering letter format for Commercial Bid**

[Note: This Covering letter should be on the Letter head of bidder and should be signed by an authorized Signatory with Name and seal of the company]

Reference No:

Date:

To  
The General Manager - CFO  
BANK OF MAHARASHTRA  
Head Office, 1501,  
Lokmangal Shivaji Nagar,  
Pune 411005

Dear Sir,

SUB: RFP for 'Appointment of BRLMs'

Ref: Your RFP NO. **BOM/FM&A/QIP/3/2021-22** dated 10.12.2021

We thank you for providing us an opportunity to participate in the subject RFP. Please find our Commercial offer/Bid as per Annexure-11 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.

Signature with seal

Name :

Designation:

Date:

**(Price/ Commercial/ Financial Bid Format)**

Quotation Title	Selection of Merchant Bankers as BRLM (s) for proposed QIP of BANK OF MAHARASHTRA
Quotation Ref. No.	
Name of Merchant Banker	
Contact person	
Contact number	
Single quote for QIP	

**NOTE:**

<b>Particulars (Financial bid)</b>	<b>To be Quoted in</b>
<p>Fee for acting as MBs/Book Running Lead Managers to QIP/FPO/Rights Issue (As applicable).</p> <p>{Bid has to be quoted as an inclusive bid and BANK OF MAHARASHTRA shall not pay any expense other than those mentioned below. (Bids in slab format shall be liable to be rejected)}.</p> <p>a. Stock Exchange fees (For processing and in-principle approval for the Issue - Both Exchanges)</p> <p>b. Listing fees (both stock exchanges)</p> <p>c. Depository fees- (corporate action, etc.)</p> <p>d. Any other regulatory fees.</p>	<p>Fee in % of amount mobilized and allotted. (The final Issue Size of each tranche).</p> <p>(The fees to be quoted should be exclusive of applicable taxes).</p>

We undertake to deliver all the deliverables as per the RFP document.

Place:

Date:

**Seal and signature of the MBs/BRLMs firm/company**

**PROMORMA FOR PERFORMANCE BANK GUARANTEE**

Bank of Maharashtra,  
ABC Department, Head Office,  
1501, Lokmangal,  
Shivajinagar,  
Pune - 411 005

Bank Guarantee No. : \_\_\_\_\_  
Amount of Guarantee : Rs. \_\_\_\_\_/-  
Guarantee Valid up to : \_\_\_\_ Months  
Last date of lodgment of claim: \_\_\_\_20\_\_

This deed of guarantee is executed on this \_\_\_\_ Day of \_\_\_\_20\_\_ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune - 411005, (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns), for an amount not exceeding Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) at the request of M/s \_\_\_\_\_ (with address).

Whereas engagement letter no. \_\_\_\_\_ dated \_\_\_\_20\_\_ (hereinafter called the "**Contract**") for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) placed by the Beneficiary Bank on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ and a branch office at \_\_\_\_\_ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to \_\_\_\_ (Name of the Project) \_\_\_\_ as per the engagement letter referred hereinabove.

And whereas to ensure due performance to the satisfaction of the beneficiary Bank, of the services provided under the said contract and in terms thereof by the contractor as aforesaid, the Guarantor Bank at the request of the contractor has agreed to give guarantee as hereinafter provided.

**NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-**

In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. \_\_\_\_\_ dated \_\_\_\_20\_\_ for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ for \_\_\_\_ (Name of the Project) \_\_\_\_ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to \_\_\_\_ months\_\_\_\_, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.



- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, \_\_\_\_\_ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

Notwithstanding anything contained herein:

- i) Our Bank's liability under this Guarantee shall not exceed Rs. \_\_\_\_/- (Rs. \_\_\_\_\_ only)
- ii) This Bank Guarantee shall be valid up to \_\_\_\_ Months\_\_\_\_\_.
- iii) Guarantor Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if the beneficiary Bank serve upon the guarantor Bank a written claim or demand on or before \_\_\_\_\_ at \_\_\_\_\_ (indicate the name of Guarantor Bank with address)

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place:

SEAL

Code No.

SIGNATURE"

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

## BY AND 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’ Shivajinagar, Pune – 411005, (hereinafter referred to as “Bank” which expression shall unless it be repugnant to the subject thereof, include its successors and assigns)”*

AND

**[Please fill in Customers name]** a company incorporated under the Companies Act, 2013 and having its registered office at **[Please fill in address]** (hereinafter referred to as **“Company”** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) **OF THE OTHER PART;**

**PARTY 1** and **COMPANY** shall hereinafter be referred to as such or collectively as **“Parties”** and individually as **“Party”**.

**WHEREAS** both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of entering into **[Please fill in details of proposed transaction]** (**“Proposed Transaction”**);

**AND WHEREAS** the Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to each other’s business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as **“Confidential Information”**, more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

**AND WHEREAS**, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

**IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **“Confidential and or proprietary Information”** shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
2. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.
3. The Parties shall protect the confidentiality of each other’s Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited

or unauthorised disclosure or use of the Confidential Information.

4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.
7. Confidential Information, however, shall not include any information which the Receiving Party can show:
  - i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
  - ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
  - iii) was independently developed by the Receiving Party without making use of the Confidential Information; or
  - iv) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.
8. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
9. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

12. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.

13. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.

14. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30) days notice, in case either Party foresees that the Proposed Transaction would not be achieved.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five year(s) from the date of expiration.

It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:

- i. ... ..... years after the termination of the binding agreement
- ii. .... years after the expiry of the binding agreement

(whichever is earlier)

15. Each Party warrants that it has the authority to enter into this Agreement.

16. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

17. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

18. This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party."

19. All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will 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. The venue of the arbitration shall be at Pune, India. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

20. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.

21. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.**

<b>Party 1</b>		<b>[Please fill in Customer name]</b>	
<b>Signature 1</b>		<b>Signature 1</b>	
Name		Name	
Désignations		Désignations	
Place		Place	
Date		Date	
<b>Signature 2</b>		<b>Signature 2</b>	
Name		Name	
Désignations		Désignations	
Place Date		Place	
Date		Date	

**Authorization letter format**

*(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the Letter head of Bidder firm/Company and should be signed by an Authorized Signatory with Name and seal of the Company)*

Ref no:

Date:

To  
The General Manager - CFO  
BANK OF MAHARASHTRA  
Head Office, 1501,  
Lokmangal Shivaji Nagar,  
Pune 411005

Dear Sir,

**Sub: RFP for “Appointment of MBs as BRLMs”**

**Ref: Your RFP No. BOM/FM&A/QIP/3/2021-22 dated 10.12.2021**

This has reference to your above RFP.

Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the 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.**

**COMPLIANCE STATEMENT**  
(on company letterhead)

**SUB: RFP for “Appointment of MBs as BRLMs”**

**Ref: Your RFP No. BOM/FM&A/QIP/3/2021-22 dated 10.12.2021**

1. Having examined Request for Proposal including all response templates, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the end to end service for the Bank in conformity with the said RFP and in accordance with our bid and the Schedule of Prices indicated in the Commercial Bid and made part of this bid.
2. If our Bid is accepted, we undertake to carry out the assignment as per laid down parameters.
3. We confirm that this offer is valid for 180 days from the date of opening of Price /Commercial bid.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract upon us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the Laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”
6. We agree that the Bank is not bound to accept the Lowest or any Bid that the Bank may receive.
7. We have not been barred / black listed by any regulatory / statutory authority and we have required approval to be appointed as a BRLMs to provide the service to the Bank.
8. We shall observe confidentiality of all the information passed on to us in course of the Bidding process and shall not use the information for any other purpose than the current Bid.
9. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this Offer in case the Bank is of the opinion that the required information is not provided or is provided in different format.
10. The Bidder represents and warrants that all necessary approvals, permissions and authorizations have been obtained to submit this response to the RFP.
11. We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

Signature with seal

Place:

Name :

Date:

Designation:

**Undertaking Letter regarding Validity of Documents and Information**  
(on company letterhead)

In respect of the bid submitted by us in response to the RFP No. **BOM/FM&A/QIP/3/2021-22** dated 10.12.2021 floated by BANK OF MAHARASHTRA for appointment of MBs as BRLMs, we hereby undertake that all documents and information provided by us in the bid are valid for at least 180 days from the date of opening of price bid.

Signature with seal

Place:

Name :

Date:

Designation:



**Format for Sending Pre-Bid Queries**

<b>Sl. No.</b>	<b>Page No. of RFP</b>	<b>Clause No</b>	<b>Original RFP Clause</b>	<b>Bidder's Query</b>
1				
2				
3				
4				
5				

**Checklist**

<b>SL NO</b>	<b>DETAILS</b>	<b>YES/NO</b>
<b>1</b>	Bid Covering Letter as per Annexure - 1	
<b>2</b>	Non-Disclosure agreement as per Annexure-13	
<b>3</b>	Application Money (DD)	
<b>4</b>	Earnest Money Deposit (DD / Bank Guarantee)	
<b>5</b>	A Corporate brochure of the Bidder	
<b>6</b>	Copy of Article and Memorandum of Association / Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the Scope of Consultancy must indicate Merchant Banking services as business of the firm/company.	
<b>7</b>	In case of any change in the Bidder's status due to Merger or Acquisition etc., Kindly provide the documents to support the statutory positions of the Bidder.	
<b>8</b>	Certificate of incorporation	
<b>9</b>	Copy of GST Registration and PAN Card	
<b>10</b>	Copies of Audited Financial Statements and IT Returns for last three years i.e. from FY 2018-19 to FY 2020-21.	
<b>11</b>	Proof of major Merchant Banking services provided.	
<b>12</b>	An undertaking that the Bidder, if selected, shall appoint separate teams to handle the competing clients if any, who are in the same business in India as BANK OF MAHARASHTRA to avoid clash of interests and maintenance of secrecy.	
<b>13</b>	Duly filled in Annexures	
<b>14</b>	A letter of undertaking on Bidder's Letter head as per Annexure 19 signed by Authorized employee	
<b>15</b>	Documentary proof for Technical Evaluation as called for in Clause 9.1.4	
<b>16</b>	<b>Commercial Bid Envelope</b>	

BRLMs firm/company to verify the checkpoints and ensure accuracy of the same before submission of the bid.

Signature with seal

Place:

Name :

Date:

Designation:

**Format for declaration**

The following Declaration has to be submitted by the BRLMs along with Technical Bid. The original declaration to be executed on NJSP of Rs.100/-.

**NAME OF THE ASSIGNMENT:** Appointment of MBs as BRLMs for handling QIP of BANK OF MAHARASHTRA in terms of RFP No. **BOM/FM&A/QIP/3/2021-22** dated 10.12.2021

**Declaration**

- i) We, \_\_\_\_\_ (Name of MB) hereby declare that I/We have made myself / ourselves thoroughly conversant with market conditions regarding the QIP of BANK OF MAHARASHTRA to be opened for subscription during \_\_\_\_\_ FY2021-22 or any other date as may be decided, Structure of QIP, Scope of assignment, firm commitment amount, etc.
- ii) My / Our quotation is in total conformity with the Tender stipulation and I/We do not have any additional technical or commercial conditions. The quotation given by us for mobilization of entire issue size and not for partial amount.
- iii) We, \_\_\_\_\_ (Name of MB) undertake to arrange Rs. \_\_crore (Rupees Crore) as per the terms of the RFP document.
- iv) We, \_\_\_\_\_ (Name of MB) undertake not to form any cartels which may curtail the competition and hinder transparency of the entire process.
- v) We, \_\_\_\_\_ (Name of MB) accept all your terms and conditions mentioned in this RFP document.
- vi) We, \_\_\_\_\_ (Name of MB) confirm that the details furnished by us in the tender documents in response to RFP are true and complete and are as per the original documents.
- vii) We, \_\_\_\_\_ (Name of MB) undertake to produce the original documents for verification / Records before appointment in case short-Listed.
- viii) We, \_\_\_\_\_ (Name of MB) hereby declare that we have complied with / agrees to comply with all the statutory formalities / guidelines / regulations / circulars/code of conduct/obligations and responsibilities etc., issued by the Securities and Exchange Board of India (hereinafter referred to as "SEBI"), SEBI (BRLMs) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and Companies Act 2013, read with relevant rules and other relevant statutory provisions applicable to this QIP.
- ix) We, \_\_\_\_\_ (Name of MB) understand that nothing in this Agreement shall exempt the Bidder, its functionaries or other intermediaries associated with the issue from responsibilities/ obligations to be complied with in connection with the existing Acts/ Laws etc. Or as may be placed on them at future date by any Law/ Acts/

Rules/ Regulations/ Guidelines/ Directives/ Instructions by any competent authorities with the due sanction of Government and/or statutory body from time to time.

x) We, \_\_\_\_\_ (Name of MB) understand that the BANK OF MAHARASHTRA has the sole right to decide to extend or close the QIP after completion of initial duration of QIP and the BRLMs (s) / Arranger(s) cannot insist BANK OF MAHARASHTRA for extension of QIP in case the targeted amount committed are not mobilized (as per clause \_\_\_\_ and \_\_\_\_ of the RFP document).

xi) We, \_\_\_\_\_ (Name of MB) solemnly undertake and declare that:

a. All information, documents, statements produced for any purpose related to the issue/offer document, (would be) are authentic & duly signed by the responsible authorized officer on the Company's letterhead or under the seal of the Company.

b. Aforementioned information/ document/ statement are complete in all respects; authentic, duly substantiated by facts on record, true and correct and the

\_\_\_\_\_ (Name of MB) will be solely and fully responsible for such information so provided.

c. Under no circumstances \_\_\_\_\_ (Name of MB) would give or withhold any information or statement or document that is likely to mislead BANK OF MAHARASHTRA.

d. We, \_\_\_\_\_ (Name of MB) accept full responsibility for consequences, if any, for making a false statement, providing misleading information or withholding, concealing material facts which have a bearing on the issue.

xii) Consequence of Breach:

\_\_\_\_\_ (Name of BRLMs) Indemnifies and hold harmless, BANK OF MAHARASHTRA and its officers from any claims, actions, proceedings, demands, liabilities, penalties, damages, judgments, losses and cost including fees and expenses arising out of or in connection with or in relation to the services rendered by the Arranger under this Agreement and shall reimburse BANK OF MAHARASHTRA in connection with any litigation arising out of, in relation to the Issue of QIP, which may arise due to the negligence, mis-statement, Ignorance, breach of terms of this Agreement by the BRLMs / Arranger.

**For BRLMs**

**Witness:**

**Signature:**

Authorized Signatory

**Name:**

**(Name, Designation and Seal)**

**Date:**

**Place:**