

 बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक	अंचल कार्यालय, मुंबई / Zonal office, Mumbai “जनमंगल, 45/47, मुंबई समाचार मार्ग, फोर्ट, मुंबई-400001 “Janmangal”, 45/47 Mumbai Samachar Marg, Fort, Mumbai-400001. टेलीफोन/TELE : 022- 22631700 & 22658350 फेक्स /FAX : 22630887 ई-मेल/e-mail : zmmcz@mahabank.co.in प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5 Head Office: LOKMANGAL, 1501, SHIVAJINAGAR, PUNE-5	 स्वच्छ भारत एक कदम स्वच्छता की ओर ‘स्वच्छता अभियान’ की सफलता हेतु हम प्रतिबद्ध हैं
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REQUEST FOR PROPOSAL FOR OUTSOURCING CASH VANS SERVICES FOR CURRENCY CHESTS AT THAKURDWAR AND BANDRA IN MUMBAI ZONE

(Advertisement given on **28.03.2018** in TOI Group of Newspapers i.e. Times of India-English, Navbharat Times-Hindi and Maharashtra Times-Marathi)

Cost of RFP Rs 5000

TABLE OF CONTENTS	Page No.
Advertisement	01
Index	01
Notification	02
Scope of Work & Terms of Execution	03
Eligibility criteria for short listing	04
Location to be covered	04
Two-part offer	05
Earnest Money Deposit	05
Validity	05
Technical offer	05
Price Composition	05
NO Erasures or alternations	05
No Price Variations	06
Price freezing	06
Agreement between the service provider and the bank	06
Opening of Offers	06
Evaluation Process	06
No Commitment to accept lowest or any Tender	07
Splitting of Order	07
Right to alter quantities	07
Order cancellations	08
Payment terms	08
Guarantee	08
Warranty	08
No reimbursement of cost for preparing of Bid	08
Force Majeure	08
Letter to Bank on Service provider's Letter head Annexure-I	10
Service Provider Details, Annexure-II.....	11
F I N A N C I A L B I D A n n e x u r e - I I I	14
Evaluation Criteria Annexure- IV	15
Reference Site Details. Annexure-V	17
Mandatory Qualitative Requirement of the Service provider Annexure-VI	18
Vehicle with Modifications, Annexure VII	20
Agreement Draft, Annexure VIII.....	21
Non-Disclosure Agreement Annexure IX.....	27

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Ref.No.AX2/Sec-1025/2018-19/

Date: 26.03.2018

OUTSOURCING OF CASH VANS SERVICES FOR BANK OF MAHARASHTRA, MUMBAI ZONE

1. Bank of Maharashtra, MUMBAI ZONE intends to **outsource Five (05) cash vans** for the Currency Chest Thakurdwar & Bandra. We intend to solicit for this purpose Technical & Financial Bids from the prospective / existing service providers on or before 19/04/2018 by 05.00 PM and the technical bids and Financial bids will be opened on 20/04/2018 at 11.00 AM in the presence of service providers / their representatives at the address mentioned above / at Para 2 below.
2. Prospective service providers may collect the technical bid / financial bid format of RFP from **Bank of Maharashtra, Security Department, MUMBAI ZONAL OFFICE, “Janmangal”, 45/47, Mumbai Samachar Marg, Fort, Mumbai-400001** or can download the same from the Bank’s website www.bankofmaharashtra.in. However, RFPs downloaded from website shall also accompany the Pay Order / Demand Draft along with the Technical Bid.

Last date for submission of RFPs &	19/04/2018 up to 05.00 P.M.
Opening of Technical & Financial	20/04/2018 at 11.00 A.M. & 15. 00 P.M.
Cost of RFP	Rs.5,000.00

3. No brokers/intermediaries shall be entertained. The qualitative requirements & specifications etc. are enclosed as Annexure I to VIII of this letter.
4. In case prospective service providers are fulfilling the above QR & specifications, they may submit their Technical and Financial Bids (strictly in the format enclosed at Annexure I to VII) in two separate sealed envelopes so as to reach us latest on 19/04/2018 by 05.00 PM. The envelope should be marked as TECHNICAL BID / FINANCIAL BID FOR OUTSOURCING OF CASH VANS, BANK OF MAHARSHATRA, Mumbai Zone on its top and forwarded to the address mentioned at Para 2.
5. Offers from firms not having their own offices in Mumbai / Thane / Navi Mumbai, as the case may be, will not be considered. All conditions and parameters will be evaluated with reference to the firms submitting the tenders. The Bank reserves the right to reject any / all applications without assigning any reason whatsoever and also to confirm authenticity of the facts submitted by the bidders.

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Assistant General Manager
Administration
Mumbai Zone

OFFER FOR OUTSOURCING THE CASH VANS

TERMS & CONDITIONS

1. SCOPE OF WORK

Bank of Maharashtra, MUMBAI ZONE intends to outsource **five (5) cash vans** facility at Currency Chests, Thakurdwar & Bandra, Mumbai. The services will be required for providing / receiving cash from various branches located in MUMBAI ZONE area to / from the currency chest/s. The number of cash van mentioned above is only tentative and the actual number may increase or decrease depending upon the requirements of the Bank during the period of empanelment / contract i.e. three years. The decision of the Bank in this regard will be final.

2. TERMS OF EXECUTION OF WORK

The services of cash vans would begin within a period of 45 days commencing from the 7th day of acceptance of the work order issued by the Bank. Any delay in services of the cash vans over the stipulated period will attract penalty of 1% of the contract value per week subject to maximum of 4% of the contract value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the service provider. Part of week will be treated as a week for this purpose. However, the Bank may condone the liquidity damages for delay of less than a week. The decision to further continue/ discontinue the contract with the service provider lies fully with the Bank.

3. ELIGIBILITY CRITERIA FOR SHORT-LISTING

3.1 For empanelment or short listing of Service Providers the following criteria shall be applied. For this purpose, the service provider shall submit documentary proof along with the Tender. The service providers not conforming to any of these parameters will not qualify for empanelment or short listing:

- a) Service Provider should be either registered companies or registered partnership or proprietary firms reputed for providing Cash Van services.
- b) Holding PASARA Licenses under Private Security Agency Regulation & Act 2005 and must be able to provide trained Armed Guards i.e 02 per cash van.
- c) Service Provider should have their own infrastructure for training their Drivers, Loaders & guards and License from DG Home guard.
- d) Service Provider should have credible Supervisory Infrastructure.
- e) Service Provider should have Income Tax PAN and the latest Clearance Certificate.
- f) Service Provider should have Audited Balance Sheets and Profit & Loss Accounts for the past three years and the average turnover of the Service Provider in the last three years should not be less than two crore rupees.
- g) Service Provider should have Registration under Shops & Establishments Act.
- h) Service Provider should have a valid certificate from ESI Corporation.
- i) Service Provider should have a valid certificate under EPF & Misc. Provisions of Act 1952.
- j) Service Provider should have documents proving compliance of Minimum Wages Act 1948 and other Labour laws and rules.
- k) Service Provider must have an office in Mumbai / Thane / Navi Mumbai as the case may be, with telephone & fax numbers and manned during the office hours.

- l) Service Provider should have been in the business of providing cash van services at least for the last three years in PSU's Banks.
- m) Service Provider should furnish three Reference Sites and on request by the Bank the Referees should testify about the performance of the Service Provider to the Bank's satisfaction.
- n) Service Provider should have minimum 08 Cash Van services. (Attach proof)
- o) Service Provider should submit solvency certificate of Rs 10, 00,000/- (Rupees Ten lacs only) which should have been issued with a year only from the last date of receipt of tender.
- p) DGR empanelment / sponsorship and relevant documents should be provided for authenticity in case of DGR registered firms.
- q) ISO 9001-2008 certification.
- r) The agency should have undertaken the process of Police verification of all the staff and the same should be confirmed/cross checked by the Zonal Office for genuineness.
- s) The driver of the vehicle should be a reliable driver in possession of valid driving license.
- t) The agency should provide communication system for the cash van.
- u) The vehicle should be fitted with GPS and CCTV systems and the monitoring should be undertaken on a continuous basis.
- v) The agency should fully indemnify the bank against any loss.
- w) Statutory norms like minimum wages act; work man compensation act, EPF, ESIC & Third party insurance and insurance cover for their staff and property should be ensured by the agency. Any other requirement made mandatory by the Bank/Govt. machinery should be complied by the agency.
- x) The staff should have undergone training and a certificate of the same to be submitted to the bank.
- y) Mental and physical fitness of the staff should be certified by a Bank approved/Govt. doctor/Civil Surgeon.
- z) The cash vans should be preferably new & mechanically fit for cash van duty. The agency should have tied up with reputed garages for regular vehicle maintenance.
 - aa) The modification of the cash van should be in line with the specification laid down by the Bank.
 - bb) The service provider should be in a position to provide the following staff on each cash van:

i. Driver-One	ii. Loader – One	Armed Guard-02
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 - cc) The vehicle should have all mandatory security equipment fittings such as alarm system, fire extinguishers, CCTV cameras with backup, GPS monitoring systems etc.
 - dd) The vehicles / cash vans should have RTO passing and valid registration for commercial activity.
 - ee) The service provider should comply with all the laws applicable to Union, State and local laws, ordinance, regulations and codes.
 - ff) Fidelity Insurance of agency staff should be furnished to the bank.

3.2 Service Provider should furnish details about the firm as per profile at (Annexure - II).

4. LOCATIONS TO BE COVERED

The services will be required for providing / receiving cash from various branches located in MUMBAI ZONE areas and also to / from the other currency chests of Bank of Maharashtra / other banks located in Mumbai & Thane.

5. TWO PART OFFER

The offer will be in two parts; **Technical Offer and Commercial Offer**. Both the parts must be submitted at the same time but in separate sealed covers, giving full particulars, addressed to the Bank of Maharashtra , MUMBAI ZONE and duly super-scribed on each envelope "**Technical Bid for Outsourcing of Cash Vans**" and "**Financial Bid for Outsourcing of Cash Vans**" on or before 19/04/2018 at 05.00 p.m.

6. EARNEST MONEY DEPOSIT

Earnest Money Deposit of Rs.50,000/- (Rupees Fifty thousand only), in the form of a demand draft/pay

order issued by a scheduled commercial bank favoring Bank of Maharashtra, payable at MUMBAI CITY must be submitted along with the Techno-Commercial Offer. Offers not accompanied with Earnest Money Deposit of Rs.50, 000/- will not be accepted. This amount will be forfeited if, having been selected by the Bank for the job and the offerer refuses to accept deployment order or having accepted the deployment order, fails to carry out his obligations mentioned therein. **Bank Guarantee in lieu of Earnest Money Deposit will not be accepted.** No interest will be payable on the Earnest Money Deposit. The Earnest Money Deposit will be refunded to the unsuccessful offerers. The Earnest money paid by the successful offerer will be released after six months of satisfactory deployment of required number of Cash Vans.

7. VALIDITY PERIOD OF THE OFFER

The offer will be valid for a period of 90 days from the last date (19/03/2018) of submission of the tenders.

8. TECHNICAL OFFER (TO)

The Techno-commercial Offer (TO) should be complete in all respects and contain all information asked for in this document. It should not contain any price information (if price information is given in TO, it will be rejected). The Techno-commercial Offer should comprise of the following:

8.1 Covering letter on the prescribed format (Annexure-I).

8.2 Pay Order for Rs.5000, i.e., Cost of RFP Forms, if downloaded from Bank's website.

8.3 Earnest Money Deposit of Rs.50, 000/- in the form of a demand draft / pay order issued by a scheduled commercial bank favoring Bank of Maharashtra, payable at MUMBAI.

8.4 PSA profile as per Annexure II.

8.5 Documentation (Product Brochures, leaflets, manuals etc., if any) /soft copy.

8.6 Details of reference sites as per Annexure-III.

9. PRICE COMPOSITION

The Price Bid should contain all relevant rates and charges and the rates should be quoted in Indian Rupees only and inclusive of following for one cash van in the format at Annexure III:

- I. Cost of the cash van along with the wages of driver for 210 hrs and 2500 km per month for Mahindra Maxi Truck/ Boloro type of vehicles.
- II. Wages of helper/ cash peon.
- III. Wages of 01 trained armed guard.

- IV. Charges / Rate of additional kilometers running (to be billed per month on cumulative basis).
- V. Charges of additional hours for cash van and crew members (to be billed per month on cumulative basis).
- VI. The Price Bid should not contradict the TO in any manner.

9.1 Monthly Rates applicable on the date of issue of this tender should be quoted.

9.2 The Bank will shortlist suppliers, who satisfy commercial and other requirements laid down in the document. Authorized representatives may be present at the time of opening of the Technical Offers and Price Bids as per date and time given above. The Price Bids of only the short listed suppliers will be opened. No separate information will be given.

10 NO ERASURES OR ALTERATIONS

Technical / Commercial details must be completely filled up. The corrections or alterations, if any, should be authenticated. In the case of the corrections / alteration are not properly authenticated, the offer will be rejected.

11. NO PRICE VARIATIONS

The Financial offer shall be on a fixed price basis. No upward revision in the price would be considered on account of subsequent increases in Government taxes, customs duty, Excise Tax, Sales Tax, etc. However, if there is any reduction on account of Government levies / taxes, during the offer validity period, the same shall be passed on to the Bank.

12. PRICE FREEZING

The price finalized shall remain valid for a period of one year from the date of such finalization with the option to the Bank to review the price if necessary.

13. AGREEMENT BETWEEN THE SERVICE PROVIDER AND THE BANK

The successful offerer shall execute an Agreement with respective **Currency Chests, Thakurdwar and Bandra** on Rs. 500/- non-judicial Stamp Paper as per Terms & Conditions as per Annexure-VIII. It is understood that the Service Provider, who are willing to offer their Cash Van services in response to this RFP have read all the terms and conditions and have agreed to all the Terms & Conditions without any modifications.

14. OPENING OF OFFERS

The technical bids will be opened on 20/04/2018 at 11.00 a.m. in the presence of the service providers / their authorized representatives accompanied with valid ID proof and authority letter. No separate intimation will be given in this regard to the Service providers for deputing their representatives. The Price Bids / Commercial Offers will also be opened on 20.04.2018 at 15.00 p.m. as stipulated above irrespective of the number of offerers or their representatives present.

15. EVALUATION PROCESS

Offers (Tenders) will be evaluated in the following stages:

15.1 Stage I

Incomplete Offers, i.e., offers not accompanied by the mandatory documents as mentioned above, cost of RFP Forms shall be rejected.

15.2 Stage II

Offers will be evaluated against the stipulated minimum eligibility criteria purely based on valid proof / documents submitted by the Service Provider as per Annexure-V. Offers not complying with the eligibility criteria will be rejected. Scoring of marks will be based on Annual Turnover, Number of nationalized Bank and number of Cash Vans per bank for last five years (PSU Bank preferred), Training infrastructure, Training set up, Office in Mumbai / Thane / Navi Mumbai, ISO certification, PSARA license, DGR empanelment and other pre-qualification criterion prescribed in the Terms and Conditions of the contract (marks will be allotted accordingly). The firm / agency which has secured Twenty out of Thirty four marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation. The work will be awarded to the L- 1 agency. In case the financial bids of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in technical evaluation. The performance including the discipline of armed guards and drivers, cash van crew and supervision by the agency will be observed for 3 months and if found not up to the desired satisfaction, the bank will have the sole right to terminate contract and go for L2 (similarly L3,L4).

15.3 Stage III

Short-listing of supplier(s) based on satisfactory feedback from reference sites.

15.4 Stage IV

Opening the Price bids of the short listed firm (s) on 20.04.2018 at 15.00 am as per Price bid format enclosed at Annexure-III.

16. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

17. SPLITTING OF ORDER

The Bank reserves its right for splitting the number of cash vans between the two service providers. The splitting of the order will be in 50:50 ratios, provided the L2 service provider agrees to match the prices quoted by L1 service provider and agrees for all the terms and conditions. In case L2 service provider is not willing to match L1 price, Bank will call L3, L4 service providers etc., in that order to step into the shoes of L2 service provider. In the event of L3, L4 etc., service provider not matching the L1 price the entire number of cash vans will be awarded to L1.

18. RIGHT TO ALTER QUANTITIES

The Bank will be free to either reduce or increase the number of cash vans on the same terms and conditions. The Bank reserves the right to alter number of cash vans. The Bank also reserves the right to place further/repeat order on same terms and conditions within a period of 12 months.

19. ORDER CANCELLATION

If the service provider fails to deliver the cash vans services within the stipulated time schedule or the extended date communicated by the Bank, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay in delivery /commissioning of the cash vans.

20. PAYMENT TERMS

The terms of payment are as under:

- I. No advance payment against work order.
- II. 100 % Payment will be released by the respective currency chest on monthly bills forwarded after the first month of the services of the cash vans.

21. GUARANTEES

The cash van delivered to the Bank should be preferably new, including all components of security equipments such as security alarms, CCTV, fire extinguishers, CCTV and the media for communication. The service provider should also guarantee that the antecedents of all staff / crew (armed guards, drivers and loaders) deployed on the cash vans have been verified by the police authorities.

22. WARRANTY

Service providers shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipments, accessories, etc. of the cash vans provided along with the crew. The service provider shall maintain the cash van at no additional charge to the Bank.

23. No reimbursement of cost of any type on any account will be paid to persons or entities submitting their bid.

24. In case, the Cash van being deployed for duty fails and the complaint is received by service provider, the cash van must be made functional within 24hrs of the complaint, else a penalty of 5% of the monthly bill would be applied.

25. All the staff/crew deployed on the cash vans must be issued with Identity Cards duly authenticated by the Executive/Officer of the company and the staff/crew should not be changed without prior permission.

26. In case of strike in the company, alternate arrangements for provision of cash van with crew must be made by the service provider.

27. FORCE MAJEURE.

If at any time during the period of the contract the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of god, public, enemy, civil commotion, sabotage, fires, floods, explosions, epidemics etc then, provided notice of the happening of the any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate their contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. The whole or any part of the Party's obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

(Letter to the Bank on the service provider's letterhead)

**To
The Zonal Manager
Bank of Maharashtra
MUMBAI ZONE
Janmangal, 45/47,
Mumbai Samachar Marg, Fort,
Mumbai -400 001.**

Dear Sir,

Sub: Your RFP for Outsourcing of Cash Van date 26/03/18

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of the cash vans as detailed in your above referred RFP.

We confirm that we have not been disqualified by any PSU bank for the services of cash vans outsourced to them. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

We also confirm that the offer shall remain valid for 90 days from the last date of submission of the tender.

We hereby undertake that the cash vans to be deployed to the Bank will be a new / mechanically fit road worthy vehicle having all security equipments & components fitted and will be as per the design and specification provided by the Bank as given in Annexure-VII. Vehicles will have necessary RTO passing certificates.

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

We enclose herewith a Demand Draft/Pay Order for Rs.50,000/- (Rupees Fifty thousand only) favoring Bank of Maharashtra payable at Mumbai, towards Earnest Money Deposit, details of the same are given as under:

1. Demand Draft/Pay Order No. :
2. Date of Demand Draft/Pay Order:
3. Name of Issuing Bank & Branch:

Yours faithfully

Authorized Signatories

(Name & Designation, seal of the service provider) Date:

PSA PROFILE

1. Name of the Organization and Address :
2. Year of Establishment (Submit proof) :
3. Status of the firm (Submit proof) : (Whether Pvt. Ltd. company / Public Ltd. company/ Partnership / proprietary Firm)
4. Name of the Chairman/Managing Director/CEO/Country Head (as the case may be):
5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy.
6. Name and address of Bankers (Submit proof) :
 - i)
 - ii)
 - iii)
7. Turnover of the Company/Firm for the year 2015-16, 2016-17 and 2017-18:
(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the these years as documentary proof)
 - 2015-16:
 - 2016-17:
 - 2017-18:
8. Submit proof for Goods & Service Tax registration and mention number and date:
9. DGR Registration details & validity:-
10. Mention Permanent Account Number as an assessee of Income Tax. Furnish copies of Income tax clearance certificate.
11. Is the Company/Firm a supplier of Security Guards Services? If yes, mention the addresses, phone numbers and fax numbers of the Offices below:
 - a) Head Office address:-

b) Local office address:-

12. What are your core areas of activities? Mention the fields giving the annual turnover for each field.

i)

ii)

iii)

13. Deployment of Cash Vans services since when?

14. If you are providing Cash Vans (08 or more) to other corporate bodies and public sector banks, furnish their names, date of empanelment and number of Cash Vans, where you are supplying in the last three years:

Name of Organization with Address & Tele Nos	Since when	Number of Cash Vans deployed	Average annual

(Please attach copies of their orders or proof of payment)

15. A separate sheet may be attached if the above space is inadequate)

16. Details of Training facility

Location of training facility and details of training imparted (syllabus)	No of Guards trained	Any other training

17. Details of Cash Van Supervisory Staff

Sr. No.	Name	Qualification	Post Held	Experience

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

I / We agree that the decision of Bank of Maharashtra, Head Office, Pune, in selection of Service Provider will be final and binding to me / us.

All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.

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

Place:

SIGNATURE:

Date:

Name & Designation & seal of the Company

ANNEXURE-III**FINANCIAL BID: CASH VANS AND CREW**

Sr. No.	Item Description	Charges per unit In figures (Rs)	Charges per unit In Words (Rs)
1	Rate / Charges for one cash van along with the wages of driver for 210 hrs and 2500km per month for Mahindra Maxi Truck/Boloro type of vehicle		
2	Rate / Charges of one helper / cash peon. Should qualify the minimum wages act prevalent		
3	Rate / Charges of one Armed Guard Should qualify the minimum wages act prevalent		
5	Cost of additional kilometers running i.e. per kilometer to be calculated and paid cumulative at the end of the month		
6	Cost of additional hours per day per person / crew		
7	Night halt /per person		
8	Taxes		
9	Any Other Charges		

1. The cost of the vehicle services and crew members will be taken into consideration.
2. The charges must be quoted in WORDS AND FIGURES BOTH.
3. The taxes, etc. charged should be mentioned.
4. In case of any discrepancy, the charges quoted in words will be considered.
5. Comparison of quotation will be on the basis of charges / wages components calculated as explained above.

AUTHORISED SIGNATORY

ANNEXURE-IV**Name of the Service Provider:****Technical Evaluation**

Sl. No.	Information to be provided	To be filled by the Bidder	For office use	Evaluation marks	Remarks
1.	Annual Turnover (in Lakhs) during last three financial years (Year 2015-16, 2016-17, 2017-18)			Above 2 Cr -2 point Maximum above 5 cr- 2	
2.	Services presently being provided in Number of Nationalized banks and Number of Cash Van per bank.			Per PSU Bank 2 Points(Minimum 08 Cash Vans in PSU bank)	Maximum 5 PSU banks will be considered (Copy of deployment order, location & address to be furnished)
3.	Deployment of Cash Van for the last three years in PSU"s Banks			Minimum 3 yrs- 2 points. Above 3 yrs -2 points	
4.	Own infrastructure for Training their guards having Licence from DG Home guard.			4 points	
5.	Training set-up [No. of Trainers] (a) Part-Time (b) Full-Time (c) Below JCO Rank (d) Above JCO Rank			2 points (Each post 1/2 points)	
6.	Have an office within Brihanmumbai, with telephone & fax and manned during the office hours			4 points	For the last 2 yrs (proof)
7.	ISO 9001-2008 Certification of the firm(Yes/No)			2 points	
8.	DGR empanelment / sponsored / PSARA Registered Firms			4 points	Non Operational agencies will not be considered (List as per recent DGR notification)
	TOTAL			34 POINTS	

DATE : SIGNATURE :
DESIGNATION :

NAME OF THE FIRM/AGENCY WITH OFFICE STAMP

Note: Photocopies of all necessary documents (pertaining to technical evaluation/ Eligibility) duly self-attested must be enclosed and flagged for verification by the bank on the information provided.

1. Minimum qualifying points should be 20 points and above.
2. Deduction of 2 points for unsatisfactory service for each year per reference site (Maximum three references) in the past in any PSB.
3. Service provider must qualify the parameters as given in para three above i.e. ELIGIBILITY CRITERIA FOR SHORT-LISTING

The Performance of the service provider will be evaluated by the Committee.

Annexure-V

Reference Site Details

1.	Name of the Company	
	Address of the Company	
	Name, designation of contact person with telephone no. and E-mail ID	Name : Designation: Landline No.: Cell No. : E-mail ID :
	Details of cash vans services supplied in last one year (Ref.no, date of order and quantity with photo copy of orders)	
2.	Name of the Company	
	Address of the Company	
	Name, designation of contact person with telephone no. and E-mail ID	Name : Designation: Landline No.: Cell No. : E-mail ID :
	Details of cash vans services supplied in last one year (Ref.no, date of order and quantity with photo copy of orders)	
3.	Name of the Company	
	Address of the Company	
	Name, designation of contact person with telephone no. and E-mail ID	Name : Designation: Landline No.: Cell No. : E-mail ID :
	Details of cash vans services supplied in last one year (Ref.no, date of order and quantity with photo copy of orders)	

AUTHORISED SIGNATORY

MANDATORY QUALITATIVE REQUIREMENT OF THE SERVICE PROVIDER
(Proof of the same is to be enclosed in Technical bid)

1. The service provider / Agency should be in the field of outsourcing of cash vans to Nationalized Banks for not less than two years.
2. The certificate of efficiency and services etc from the banks where these cash vans are engaged must be submitted.
3. The service provider / Agency should have their own local office in. The company should have effective machinery for supervision to exercising better command and control over their staff, service engineers and technicians.
4. The service provider should be ISO 9001:2008 compliant.
5. The Agency/service provider must be registered under Goods & Services Tax, Provident Fund Act, ESI Act and Shops and Establishment Acts also. Copy of registration papers along with code number allotted to the agency / company should be furnished.
6. The Agency/service provider should have annual turnover of Rs 02 cr. in supply/services of Cash Vans. **Copy of balance sheet and profit and loss account for three years should be submitted.**
7. The Agency/service provider should have running contracts at least in 03 nationalized Banks during the last two years.
8. The Agency/service provider must have an effective infrastructure and adequate resources for training, Research & development.
9. The Agency/service provider should have streamlined procedure for the verification of antecedents of their crew/staff from the civil / police authorities.

DECLARATION

- a. I / We have read the instructions appended to the proforma and information given in annexure-I and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Bank of Maharashtra, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
- b. I / We agree that the decision of Bank of Maharashtra in selection of Service providers will be final and binding to me / us.
- c. We Are ISO-900 1:2008 and registered/approved by the Govt. i.e PSARA / DGR registered agency. (Enclose copied of the same).
- d. Undertake to submit Police verification of all the staff.
- e. Declare, the armed guards will possess valid gun licenses. The drivers of the vehicle will possess valid driving licenses.
- f. Will provide a new / perfectly road worthy cash van / vehicle with good communication system for the cash van. The vehicles will be fitted with GPS system and the monitoring will be done on a continuous basis. Monthly report/print out/backup of the same would be submitted on demand.
- g. Will fully indemnify the bank against any loss to the tune of maximum Rs 03 Cr. and accordingly submit the copy of the policy.

- h. Statutory norms like Minimum wages act; work man compensation act, EPF, ESIC & Third party insurance and insurance cover for the staff and property will be undertaken. Any other requirement made mandatory by the Bank/Govt. machinery will comply. A monthly certificate on compliance on the above will be provided along with the monthly bills.
- i. The staff will undergo periodic training and a certificate of the same will be submitted to the bank.
- j. Mental and physical fitness of the staff will be got certified by a Bank approved/Govt. doctor/Civil Surgeon.
- k. The cash van provided will be mechanically fit for cash van duty. And reputed garages for regular vehicle maintenance will be tied up.
- l. The modifications of the cash vans will be in line with the specification laid down as per Bank's guidelines.
- m. We agree to provide the following staff per cash van:
 - i. **Armed guards**—Two
 - ii. **Driver** —One
 - iii. **Cash Peon/ Loader**- one
- n. The vehicle will have all mandatory security equipment fittings such as alarm system, fire extinguishers, CCTV, GPS etc.
- o. The cash van will have RTO passing and valid registration for commercial activity.
- p. All the laws applicable to Union, State and local laws, ordinance, regulations and codes will be complied.
- q. All the information furnished by me hereunder is correct to the best of my knowledge and belief.
- r. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
- s. I / We understand that the quantity of cash vans is approximate only and it may decrease or increase from the requirement quoted.
- t. Back up cash van will be provided within 2hrs incase the cash van develops any mechanical fault.

SIGNATURE :

NAME & DESIGNATION:

PLACE:

SEAL OF THE SERVICE PROVIDER / COMPANY:

DATE:

SPECIFICATONS OF CASH VANS

[Mohindra Maxi Truck / Bolero type of Vehicle / JEEP]

1. S t r u c t u r e - 1.6 mm CRCA sheets
2. P a n e l i n g - 1.0 mm CRCA sheets
3. D o o r s - Four doors on sides with winding glasses. Rear door with fixed glass of size 12" x 9"
4. C a s h C o m p a r t m e n t - Full partition behind second seat with lower half fully closed and 1 "x1" mesh for upper half. Aluminum chequered plate for flooring. MS sheet for interior sides and roof, collapsible gate at rear door with locking hooks at two places. 2 X chains with locking hooks for chaining the cash containers to body of the vehicle.
5. E l e c t r i c a l - 2 X Fog lights 2 X Halogen high power Headlamps
6. D i m e n s i o n s - As per drawing attached [On extended chassis] Cabin clear height 53"
7. G u a r d s o n d u t y s h o u l d b e a b l e t o h a v e c l e a r f i e l d o f f i r e a n d h a n d l e t h e g u n c o n v i e n i e n t l y .
8. E q u i p m e n t
 - a] Alarm System with three distress switches at co-driver, seat behind the driver and cash compartment. One magnetic door switch and one motorized siren.
 - b] One DCP 2 kg. Fire extinguisher
9. S p a r e t y r e - to be mounted on roof on separate bracket.
10. M e s h c o v e r s - 1" x 1" wire mesh removable covers for front wind shield glass and rear fixed glass.

**AGREEMENT OF CONTRACT FOR CASH VAN SERVICES AT
BANK OF MAHARASHTRA,**

Address: Currency Chest Bank Of Maharashtra,..... Mumbai-400004.

This Agreement is entered on the ____ day of _____

BETWEEN Bank of Maharashtra, a Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at 'Lokmangal' 1501, Shivaji Nagar, Pune-411005 and having one of the **Currency Chest amongst others at....., Mumbai** (hereinafter referred to as BANK/First Party") which expression unless repugnant to the context or meaning thereof shall include its Successors and assigns of the First Part.

And

M/s _____, with regd. Office at _____ as the SERVICE PROVIDER which expression shall, wherever the context so permits, mean and include its successors and assigns) of the second party.

WHEREAS

- a) The bank is engaged in the business of banking and is desirous of strengthening its cash remittance services between its various Branch Offices, Currency Chests as well as its clients.
- b) The Service Provider (Cash Van) is engaged and experienced in the business of assisting banks and others in such cash remittance and wishes to offer its services to the bank.

IT IS NOW AGREED BETWEEN THE PARTIES HERETO AS Follows:-

1. Period of the Agreement

This agreement shall come into effect from.....2018 and continue to be in force for a period of 36 months up to and inclusive of,2021 or its sooner determination in terms hereof with year to year review and enhancement after taking into account of fuel, wages, taxes etc escalation.

2. The Services

The SERVICE PROVIDER agrees to provide to the Bank its customized Cash Vans (CCVs) with drivers and loaders in each of the cash van for cash remittance as may be requested and authorized by the Bank to SERVICE PROVIDER from time to time in the manner and on the terms and conditions hereinafter set out and the Bank agrees, on the basis of the representations and undertakings made by the SERVICE PROVIDER as stated hereinafter, to avail the service from the SERVICE PROVIDER. The services of cash vans will be provided for 8 hours daily subject to maximum 210 hrs per month. The kilometer / mileage per vehicle will be 2500 kms per month on cumulative basis and on daily basis 80 Kms. Services provided in excess of these limits will be charged extra as per rates agreed between the Bank and SERVICE PROVIDER.

3. The Service Provider's representations, Undertakings and Covenants:

3.1 The SERVICE PROVIDER represents that it will comply with all legal requirements and obtains such licenses, approvals and consents, if any, prescribed/required under any law/rules/regulations, and keep them valid.

3.2 The SERVICE PROVIDER represents that it is adequately equipped, in terms of infrastructure, manpower and expertise to provide the Services and undertakes to provide the services all the time during the period of this agreement.

3.3 The SERVICE PROVIDER agrees that the personnel including its Owner(s), director(s), partner(s), employee(s) engaged by the SERVICE PROVIDER in relation to the Service will be the sole responsibility of the SERVICE PROVIDER as to their costs and consequences arising out their engagement or conduct. It is understood that the Bank shall not be liable to pay any remuneration or compensation to the SERVICE PROVIDER or any of the personnel (including its owner(s), director(s), partner(s), employee(s) and any representatives) engaged by the SERVICE PROVIDER in relation to the service except the fee payable to the SERVICE PROVIDER.

3.4 The SERVICE PROVIDER shall ensure that:-

- (i) The CCVs shall be placed at the time and place appointed by the First Party fully equipped and fit to perform duties. Timings and place will be laid down in the approval letter.
- (ii) The driver of the CCVs and the loaders will be properly verified by the local police. They should carry tamper proof photo identity cards issued by the SERVICE PROVIDER and wear prescribed uniform. A copy of the police verification report will be provided to the bank in respect of all drivers and loaders provided by the SERVICE PROVIDER. It will be the responsibility of the SERVICE PROVIDER to ensure that the drivers follow all the rules and regulations laid down by the RTO authorities.
- (iii) At no point of time during the prescribed duty Hours, drivers and loaders will leave their place of duty, The SERVICE PROVIDER shall arrange to send a relief/substitute who shall also be a person duly verified by the police.
- (iv) The SERVICE PROVIDER shall provide a "Checking Register" with each CCV site for the purpose of checking carried out by the SERVICE PROVIDER and First Party authorities.

3.5 The SERVICE PROVIDER shall undertake as under:

- I. Maintain up-to-date record of all drivers/loaders as per Shop & Establishment Act and will discharge all obligations under various labour laws viz EPF Act, ESI Act, Gratuity, Bonus Act, Workmen's Compensation Act, Contract labour (Regulation & Abolition Act) etc. or under any other State/ Union Legislation in respect of drivers/loaders engaged by the SERVICE PROVIDER.
- II. Take full responsibility of all acts of commission and / or omission by their drivers / loaders or any injury or mishap caused during the course of transport or during rendering the services and will meet all liabilities arising out of such situations.
- III. Change the driver/loader immediately on instructions from the First Party if the performance of a particular driver/loader is not acceptable or

found physically/medically unfit and decision of the First Party shall be final in this regard.

- IV. **Be absolutely responsible for the payment of Salary, all other statutory obligations for drivers/guards (or their dependents), on account of salary/wages, bonus, arrears, employment/termination benefit, compensation or other claim whatsoever under Workmen's Compensation Act or any other law and the First Party has no connection in relation to such matters.**
- V. In case of any mishap/ injury sustained by the Driver/loader of whatsoever nature (minor/major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the SERVICE PROVIDER and not of the First Party.
- VI. If for any reason, compensations, costs, etc, are Paid by the first party, the same shall be reimbursed by the SERVICE PROVIDER to First Party without any demur, with interest at the rate as applicable for clean advances.
- VII. In the event of theft, robbery, dacoit or pilferage of the First Party's property or materials, the SERVICE PROVIDER shall actively assist the First Party for the investigation of the case and if negligence/ collusion of drivers/loaders are established, such loss due to theft etc is to be made good by the SERVICE PROVIDER. SERVICE PROVIDER agrees to indemnify such loss, irrespective of the fact that such risk might have been insured.
- VIII. Furnish the names and permanent and local Addresses of the drivers and loaders being posted for the above purpose from time to time along with their latest photographs, thumb impression and signatures.
- IX. Furnish the proof of having paid the wages, Provident fund contributions and other legal liabilities to the driver(s) and loader(s) engaged by them, within one week of the disbursement of wages to them.
- X. If proof is not tendered, the First Party may not reimburse the payment due to the SERVICE PROVIDER.

4. **CCV provided by the SERVICE PROVIDER should meet the following criteria:**

4.1 Comprehensive insurance/Third Party Insurance of CCV against risk must be available. Vehicle must be roadworthy.

4.2 It should be Brand New / perfectly road worthy / mechanically fit vehicle, Jeep Chassis on the date of commencement / renewal of the agreement.

4.3 Adequate space for keeping currency boxes and seating arrangements in middle section of one guard and cash crew of the Bank and with one guard with weapons to sit in the co driver seat on the front side (Vehicles will re-modified as per suitable designed given by the Bank).

4.4 Vehicle should contain adequate fuel and be available at minimum notice as per timings laid down by the bank.

4.5 All glass panes and windscreen should be covered with iron grill or wire mesh with portholes to accommodate the barrel of the gun enabling it to be used conveniently.

4.6 All doors should have double locks i.e. one from inside and other from outside.

4.7 Alarm system with siren should be fitted with activation points for the guard, driver and rear cabin.

4.8 It should have adequate arrangements of chaining of cash boxes to the body of the vehicle.

4.9 Cash van should have a fire extinguisher and a first aid box.

4.10 Cash Van should be provided with a functional cellular/mobile phone and connected to Mobile tracking system/GPS

4.11 CCV should have a secure partition between cash crew cabin and cash box area with dual locking arrangement.

4.12 CCV should have adequate portholes for observation and use of weapons by guards.

4.13 CCV should have anti theft/ burglary central locking system for side and rear doors.

4.14 Easy maneuverability in narrow lanes and congested areas, where applicable.

4.15 Should conform to local laws stipulated by transport department and other government bodies as well as pollution norms.

4.16 CCV should be fitted with GPS monitoring systems and CCTV cameras for cash boxes area.

4.17 Back up cash van will be provided within 2hrs incase the cash van develops any mechanical fault.

5. Relationship

It is agreed and understood by the parties that neither the SERVICE PROVIDER nor any of the personnel engaged by the SERVICE PROVIDER for the purpose of the service (including its owner(s), director(s), partner(s), employee(s) and representative(s) shall have employee employer relationship with the bank.

6. The Service Provider's Indemnity and Assurance

6.1 The SERVICE PROVIDER hereby expressly agrees to indemnify the Bank and keep the Bank indemnified against all loss, liability or obligation arising out of its conduct or that of any of the personnel (including its owner(s), director(s), employee(s) and representative(s) in connection with service and this agreement.

6.2 The SERVICE PROVIDER shall take and service the policy of Fidelity insurance in respect of cash in transit and crew to the tune of Rs 03 crore.

6.3 Provide a comprehensive 3rd party insurance for CCV at its own cost and furnish a copy to the bank.

7. In case on any day/during any period of the agreement the SERVICE PROVIDER fails to provide CCV or the guard, the Bank will remit the cash under own arrangements, and double the pro rata charges will be debited from Service Provider's bill every month.

8. The Bank's Covenants

8.1 The Bank shall in consideration of the services, Pay to the SERVICE PROVIDER charges indicated in para 8.2 and the following: (Also see Note at the end)

- (i) Type of Vehicle - Mahindra Maxi Truck/Boloro
- (ii) Number of vehicles -
- (iii) Meterage to be covered per month 2500 Kms. Per vehicle
- (iv) Staff to be provided Driver with two armed guards and one loader.

8.2 Charges to be paid would be Rs /- per month up to 2500 Kms duty per month per vehicle. Additional charges for duty hours will be @ Rs. /- per km on monthly cumulative basis. Additional charges for duty hours beyond 210 hrs would be @ Rs. /- per head (Driver / Loader) per hour, Goods & Service Tax as applicable will be paid extra. Rate for night halt outside nodal station shall be @ Rs. /- per night extra.

8.3 The charges payable are all inclusive and no other expense would be reimbursed to the SERVICE PROVIDER. Rates include all other taxes, levies, cell phone charges, fuel charges, insurance premium/salaries/wages etc to be paid to the Govt. or any other bodies' drivers or guards provided with CCV.

8.4 The Bank shall not be liable to pay to the SERVICE PROVIDER any amount (whether by the way of compensation, remuneration, reimbursement or otherwise), other than the fees as mentioned in para 8.2 above, in relation to the service provided by PAS.

8.5 The distance will be calculated from Nodal Branch Office/ Currency Chest or the Initial Reporting Point to place of work only, Distance covered from SERVICE PROVIDER's depot or overnight parking place to the Initial reporting point will not be included. Similarly, if meter gage sent for repairs etc or any other work not assigned by the Controlling/Designated Officer of the Bank will be EXCLUDED. A proper logbook will be maintained for each CCV. Each page will be initialed by the driver of the SERVICE PROVIDER and designated officer of CC / BO Daily. Monthly summary will be signed by the Branch Incumbent and Authorized Officer of the SERVICE PROVIDER and presented to the Paying authority along with the Monthly Bill.

8.6 No extra meterage or additional working hours (i.e. beyond 210 hrs.per month) is permitted except with the prior and written sanction of the Branch Incumbent, delays on account of breakdowns due to external events such as accidents, road blocks, unusual traffic jams or work assigned by the vendor will be EXCLUDED while working out the total hours done. Time of reporting and time of dispersal will be recorded daily and initiated by the Designated Official of the CC / BO for cash remittance.

8.7 Payment will be made by the Bank within 7 working days of the presentation of the Bill. There will be no enhancement in rates/charges during the validity period of the present agreement. No other charges shall be payable to the SERVICE PROVIDER, except the agreed amount.

9. **Rate Renewal**

Rate per cash van shall be increased @ 10% per year in case the contract is renewed by the first party after the expiry of the initial period of 03 years.

10. **Non Exclusive Agreement**

It is expressly agreed and understood between the parties hereto that this agreement is on non exclusive basis and the SERVICE PROVIDER does not have any exclusive right to provide the said services set out herein to the Bank and that the Bank is free to engage as many companies/firms, whether similar or otherwise, to provide such services and enter into agreements with any other person, Firm, Company, Organization, as may be deemed fit by the Bank. The SERVICE PROVIDER shall also be at liberty to secure assignment from any other body Corporate of Bank.

11. **Publicity**

The SERVICE PROVIDER, its employees, representatives etc shall not use the name, trademark and/or logo of the bank in any sales or marketing publication or advertisement or in any other manner.

12. **Miscellaneous**

12.1 The Bank may amend this agreement by giving a notice of one month of such amendment to the SERVICE PROVIDER, on the address first stated above.

12.2 The Bank shall have a right to terminate this agreement any time without assigning any reason whatsoever. On such termination, the First Party will have right to get service from other Agencies or make such alternate arrangements, as it deem fit without any let or hindrance and if termination is caused due to any default or non performance or unsatisfactory performance of SERVICE PROVIDER, SERVICE PROVIDER shall be liable to pay damage being the extra cost to be incurred by the First Party. SERVICE PROVIDER shall reimburse the amount claimed by the First Party immediately after demand.

12.3 This agreement shall stand terminated in the event of:

- i) Any of the SERVICE PROVIDER representation and undertakings being or becoming incorrect or untrue.
- ii) Breach by the SERVICE PROVIDER to observe any of the terms and conditions contained herein or under any of the letters of request and authorization issued by the Bank in pursuance hereof or under any other agreement entered by the SERVICE PROVIDER of any of its personnel (including its owner(s),director(s), partner(s), employee(s) and representative(s) and
- iii) Insolvency or bankruptcy of the SERVICE PROVIDER or any of its personnel (including its owner(s), director(s), partner(s), employee(s) and representative(s).

12.4 The SERVICE PROVIDER shall not assign the rights or obligations hereunder, unless permitted by the Bank.

12.5 The Bank may assign its rights and obligations hereunder in its sole discretion.
IN WITNESS WHEREOF the parties hereto have executed these

Present the _____ day _____ month and _____ year first
Here in above written.

For the Bank

on behalf of (FIRST PARTY)

For the SERVICE PROVIDER

on behalf of M/s (SECOND PARTY)

NON - DISCLOSURE AGREEMENT This Confidentiality cum Non-disclosure Agreement is entered into at _____ on this day _____ of _____ year, between _____ (Insert Name of the Bidder) a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called "Bidder") and Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1501, „LOKMANGAL , Shivaji nagar, Pune – 411 005 (hereinafter referred to as 'BOM' or "Bank").

The Bidder and BOM would be having discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated _____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesseth:

1. **Proprietary Information:** As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. **Confidentiality**

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information

shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

c) **Non-Disclosure of Proprietary Information:** For the period during the Agreement or its renewal, the Recipient will:

- i) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- ii) II) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- iii) III) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

3. **Limit on Obligations :** The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- i) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- ii) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- iii) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- iv) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- v) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

4. **Return of Documents:** The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this **Agreement** (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

5. **Communications:** Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

MIS _____ (BOM) Attn : _____ Attn-----

6. **Term:** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive forever following the term of the Agreement dated _____

a) Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

7. **Damages:** The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure. Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

8. **Miscellaneous:**

- i) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties
- ii) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees
- iii) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

Signed by the within named

The Bank,
For and on behalf of
Bank of Maharashtra
through its authorized signatory

The Agency
For and on behalf of
through its authorized signatory

Witnesses

1.

2.

1.

2.