

BANK OF MAHARASHTRA

LOKMANGAL

1501, SHIVAJI NAGAR

PUNE 411 005

BID NOTICE DOCUMENT

For

Registrar and Share Transfer Agent Services

BID REF NO : BOM-INS-2/2015

CONTENTS

Sr. No	Particulars	Page No.
1	Index	2
2	Notice of Invitation for Bids	3
3	Disclaimer	5
4	Back ground	6
5	Guidelines for submitting bids	6
6	Criteria to be satisfied by bidder	8
7	Estimated volume of work	10
8	Adherence to schedule for compliance of SEBI/Stock Exchange guidelines.	10
9	General Conditions	10
10	Representations and Warranties	16
12	Scope of Work	20
13	Technical Bid – Part-A	25
14	Financial Bid – Part B	28
15	Undertaking	30

Notice of Invitation for Bid

Bank of Maharashtra, Investors Services Department HO, Lokmangal, 1501, Shivaji Nagar, Pune 411 005 invites sealed bids from Indian companies, fulfilling the eligibility criteria given on page No. 8 for undertaking Registrar and Share Transfer Agent (RTA) work for a period of three (3) years.

The bidders are expected to examine all instructions, forms, terms and other information in the Bid documents. Failure to furnish all information required as per the Bid document or submission of proposal not substantially responsive to the Bid document in every respect will be at the bidder's risk and may result in rejection of its proposal and forfeiture of the Bid Earnest Money Deposit.

Important Information at a glance regarding bid submission:

Tender Reference	BOM-INS-2/2015
Price of Tender Copy	Rs. 5000/- (Non-refundable)
Date of Commencement of Issue of Tender Document	01.12.2015
Date of Closure of Tender document	16.12.2015 up to 03.00 pm
Bid Security Deposit (EMD)	Rs. 25000/-
Queries raised upto	09.12.2015
Last date and time for receipt of Bid	16.12.2015
Date of opening Technical Bids	16.12.2015 at 03.30 pm
Address for Communication	Deputy General Manager Bank of Maharashtra Investor Services Dept H O, 'Lokmangal', 1501, Shivajinagar, Pune : 411005
Contact Telephone numbers:	(020) 25511360
Fax No.	(020) 25532346
Email Id	boardsec@mahabank.co.in
Website	www.bankofmaharashtra.in

1. The interested parties may collect the tender from Bank of Maharashtra, Investor Services Department, Head Office, 'Lokmanagal' 1501, Shivajinagar, Pune or the Bid forms can be downloaded from our website : www.bankofmaharashtra.in
2. Cost of Bid Document/Form: Rs. 5000/- (non-refundable) to be paid in the form of Demand Draft Favouring 'Bank of Maharashtra' payable at Pune.

3. Earnest Money Deposit (EMD): Rs. 25,000 (Rs Twenty five thousand only) in the form of Demand Draft of Nationalized Bank, favouring Bank of Maharashtra payable at Pune. EMD be submitted in a separate envelope along with Technical Bid.
4. Security Deposit Amount: Rs. 50,000 (Rs Fifty thousand only) in respect of successful bidders.
5. The sealed bids containing Technical and Financial Bids in separate envelopes (super scribing the envelopes "BID FOR SELECTION OF R&T AGENT – Technical Bid (Part A) or Financial Bid (Part B)" should be submitted on or before the due date specified with EMD. The bids not submitted in separate covers as above shall be liable to be rejected.
6. Validity of offer is 120 days from the date of opening Technical bids. After opening the Technical Bid, the qualified Bidders would be called for opening of Financial Bid.
7. Bank of Maharashtra reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Place: Pune

Dy. General Manager

Date: 30.11.2015

Investors Services

DISCLAIMER

The sole purpose of this Bid Notice (“**Bid**”) is to select for appointing Registrar and Share Transfer Agent (“**RTA**”) for **Bank of Maharashtra**, having its Head Office at ‘Lokmangal’, 1501, Shivajinagar, Pune 411005 (herein after referred to as “**The Bank**”) for servicing the the Bank’s Equity, including handling of shareholders’ data of the Bank for a period of three years.

The information contained in this Bid document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of the Bank is provided to the bidder(s) on the terms and conditions set out in this Bid document and all other terms and conditions, subject to which such information is provided.

This Bid document is not an agreement and is not an offer or invitation to offer by the Bank to any parties, other than the applicants who are qualified to submit the bids (“**Bidders**”). The purpose of this Bid is to provide the Bidder(s) with information to assist the formulation of their proposals. This Bid Document does not claim to contain all the information, which each Bidder may require. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this Bid and wherever necessary obtain independent advice. The Bank 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 Bid.

The information contained in the Bid document is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport, to contain all the information that a Bidder may require. The Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the Bid document or to correct any inaccuracies therein, which may become apparent. The Bank reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this Bid and / or the bidding process, without assigning any reasons whatsoever. Such change will be intimated to all Bidders. Any information contained in this document, will be superseded by any later written information on the same subject made available to all recipients by the Bank.

The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid.

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

SECTION I

BACKGROUND

The Bank is a New Bank constituted by the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and is engaged in the banking business.

As on 30.09.2015, the Bank had a strength of 1,76,616 shareholders on its record (1,28,245 folios in demat form and 48,371 folios in physical form).

The existing arrangement of the Registrar and Transfer Agents for servicing the Bank's equity is due for renewal and bids are invited to select the service provider suitable to the Bank's requirements. The successful bidders may have to takeover the services of RTA from the existing service providers.

Guidelines for submitting bids

Purpose

It is proposed to invite bids from Indian Companies fulfilling the qualifications contained in Section II for undertaking Registrar and Share Transfer Agent ("**RTA**") for servicing the Equity of the Bank including handling of shareholders' data of 1,76,616 (as of 30.09.2015) for a period of three years.

Instructions to Bidders

Bidders are expected to examine carefully all instructions, forms, terms and specifications in this Bid and study the Bid document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications. The Bid should be precise, complete and in the prescribed format, as per the requirement of this Bid. Failure to furnish all information required by this Bid or submission of a Bid not responsive to this Bid in every respect will be at the Bidder's risk and may result in rejection of the Bid and for which the Bank shall not be responsible. Sealed offers prepared in accordance with the procedures enumerated in Section I to V should be submitted to the Bank, not later than the date and time laid down, and at the address given.

Bidders shall bear all costs associated with the preparation and submission of Bid and the Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment of the bidding process.

Amendment of Bid document

The Bank reserves the sole right for including any addendum or issuing any corrigendum to this Bid or the Bid process. The Bidders shall not claim as a right for requiring the Bank to do the aforesaid.

At any time before the deadline for submission of Bids / offers, Bank may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this Bid Document. The amendments will be uploaded on the Bank's website.

If required, in order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank reserves the rights to extend the deadline for the submission of Bids. However no request from the Bidder, shall be binding on the Bank for the same. The Bank's decision shall be final, conclusive and binding on all the bidders.

SECTION – II

Pre-Bid Qualification for selection of Registrar & Transfer Agent

(A) CRITERIA TO BE SATISFIED BY BIDDER

i)	The Bidder should have category 1 Registration certificate from SEBI (Applicant to enclose certified copy of certificate).
ii)	The Bidder should have necessary infrastructure like adequate office space, latest equipments and latest high speed server, skilled manpower with relevant professional qualifications (including CA/CS/MBA/legal/BSE or NSE Certificate Course/computer qualifications, etc.) and latest version of data processing hardware and software required for RTA activities (Documentary evidence to be enclosed).
iii)	The Bidder should have on-line connectivity with NSDL & CDSL (Documentary evidence to be enclosed).
iv)	The Bidder should have a minimum of three years of experience of handling the activities of Registrar and Share Transfer Agent (RTA) as on September 30, 2015 (Documentary evidence/certificate to be enclosed).
v)	The Bidder should have a present minimum clientele of 40 (Forty) companies for the Registrar and Share Transfer business as on September 30, 2015, of which 4 [Four] or more companies or banks should have more than One Lakh and Seventy Five Thousand Shareholders each (List of client companies/banks to be enclosed).
vi)	The clientele profile should include a minimum of One (1) Public Sector Bank, having more than One Lakh and Seventy Five Thousand shareholders each as on September 30, 2015 (certificate of satisfactory performance from one of the client Banks to be submitted).
vii)	No disciplinary action should have been taken for suspension of business against the bidder company by SEBI in the last three years, i.e., during FY 2012-13, 2013-14, 2014-15 and till the date of submission of Bids.*
viii)	There should not be any appeal/unresolved dispute/suit/case pending at any Judicial Fora in India and abroad regarding the RTA's business/their right to handle RTA services as on the date of bidding.*
ix)	There should not be any litigation pending before any judicial fora filed by / against the prospective RTA, against/by the Bank.
x)	Bidder should quote rate(s) inclusive of all items of services as indicated in the financial bid document attached at Section IV and quoting only for part of the items of services will entail rejection of Bid.
xi)	Photocopies of all certificates / documentary evidence are to be enclosed. Original documents should be produced as and when asked for and failure to produce original documents would entail rejection of Bids for further evaluation.
xii)	The Bidder should submit the self attested copies of Audited Accounts for the last two financial years.

***A suitable Undertaking at Section V from the Managing Director / Director / CEO of the bidder company would be required.**

In addition to above-mentioned requirements, the Bidder should also be having the following:

1. All necessary statutory compliances, in all respects and an easily readable, copy of each of them, should have been verified from original and should be made readily available at all times for inspection. In case any information / documents are found to be incorrect, misleading, suppressed or false at a later stage also, it shall invite immediate disqualification / termination of the contract, from consideration / short listing / or deployment apart from the liability under civil, tort and criminal actions or proceedings. All Bidders must ensure that they are in possession of the originals, which are valid under all the applicable laws (both central and state) including the relevant rules, regulations and instructions issued from time to time. The original documents may be called for and verified /scrutinized during the Bidding process or anytime thereafter.
2. The Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance under this Bid / contract.
3. The Bidder should not be owned or controlled (directly or indirectly) by any director or officer / employee of the Bank or their relatives having the same meaning as assigned under provisions of the Companies Act, 1956/2013. A declaration to this effect should be submitted along with the bid. A wrong declaration will invite penal consequences.

(B) ESTIMATED VOLUME OF WORK :

As on 30.09.2015, there are 1,28,245 folios in demat form and 48,371 folios in physical form. However, it should be distinctly understood that the Bank shall not guarantee any minimum quantity/value during the duration of the contract and the Bidder will not be entitled to demand any charges whatsoever or any other loss or damage of whatsoever nature from the Bank for non-utilization of the facilities at the end of the R&T Agent.

(C) ADHERENCE TO SCHEDULE FOR COMPLIANCE OF SEBI/ STOCK EXCHANGES GUIDELINES:

RTA should adhere to the schedule of time as specified by SEBI/Stock Exchanges within which the various activities relating to investors services need to be carried out and completed. RTA will also comply with all the Regulatory/Statutory provisions relating to the activities being handled/Books and Documents being maintained by them pertaining to the Bank's RTA activities.

(D) GENERAL CONDITIONS:

1. The Bank invites sealed bids under two bid system viz.,
 - i) Technical Bid and
 - ii) Financial Bid from interested parties for engaging the services of Registrar and Share Transfer Agent.
2. Bids schedule/details are given below:

Due date/time for bid submission	: 16.12.2015 by 3.00 pm
Time of Technical Bid opening	: 16.12.2015 at 3.30 pm
Venue of Technical Bid opening	: Bank of Maharashtra, Head Office, 'Lokmangal' 1501, Shivajinagar, Pune: 411 005

If a holiday is declared on any of the dates mentioned above, the bids shall be received/ opened on the immediate next working day at the same timings specified above.

3. Clarifications:

If any prospective bidder requires any clarifications on the Bid Document, one representative of the bidder may visit, Investor Services Department, Bank of Maharashtra, Head Office, "Lokmangal" 1501, Shivajinagar, Pune 411005 on 09.12.2015 with authority letter to seek clarification.

4. The Bids would be opened in the presence of the Bidders or their authorized representatives. The authorized representatives should carry along with them, a letter of authority from the concerned Bidder, alongwith identity proof of such representative, authorizing the representative to remain present and represent the Bidder.
5. Time of opening of Financial Bids will be advised separately to the technically qualified bidders. The Bid will be valid for 120 days from the date of opening.
6. The Bid document comprises of following sections:
 - i) Section I: Background
 - ii) Section II: Pre-Bid Qualification for selection of RTA/General conditions.
 - iii) Section III: Technical Bid (PART A)(to be submitted by bidder)
 - iv) Section IV: Financial Bid (PART B) (to be submitted by bidder)
 - v) Section V: Undertaking (to be submitted by the Bidder)
7. The sealed bids containing Technical and Financial Bids in separate envelopes (superscribing the envelopes "BID FOR SELECTION OF R&T AGENT – Technical Bid (Part A) or Financial Bid (Part B)" should be submitted on or before the due date Specified above to the following address:

The Deputy General Manager
Investor Services Department
Bank of Maharashtra,
'Lokmangal', 1501, Shivajinagar,
Pune: 411005
8. Earnest Money Deposit (EMD): Rs. 25,000 (Rs Twenty Five thousand only) in the form of Demand Draft of Nationalised Bank, favouring Bank of Maharashtra payable at Pune. EMD be submitted in a separate envelope along with Technical Bid.
9. Security Deposit Amount: Rs. 50,000 (Rs Fifty thousand only) in respect of successful bidders.
10. The Bid shall contain the full name, address, telephone number (mobile and landline), fax number and E-mail ID of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid.

11. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the Bank with supporting documents and printed literature shall be written in English.
12. Bids should be valid for 120 days from the date of opening. A Bid valid for a shorter period than 120 days may be summarily rejected by the Bank as non-responsive. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
13. Any Bid received by the Bank after the last date for receipt of Bids prescribed by the Bank, will be rejected forthwith and / or returned unopened to the Bidder. The Bank shall not enter into any correspondence in this behalf. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
14. The Bidder may withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by the Bank prior to the last date prescribed for submission of Bids.
15. In case it transpires that the bidder does not qualify the eligibility criteria or any false or misleading information is provided, the Bank reserves the right to disqualify the bidder.
16. No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid.
17. The Bank has a right to add / change / relax all or any of the aforesaid conditions at the time of finalization of the RTA / while entering into final agreement with the RTA.
18. The Bank does not bind itself to accept the lowest or any bid & reserves the right to reject all or any bid or cancel the Bid without assigning any reason, whatsoever. The Bank also reserves the right to re-issue the Bids without the Bidders having the right / claim against such re-issue.
19. The successful bidder has to enter into an agreement with the Bank. The appointment shall initially be for a period of three years commencing from the date of appointment and may be renewed thereafter from time to time for a period of one year and / or three years, at a rate to be decided by the Bank based on the then prevailing market rates, subject to satisfactory performance of the RTA and solely at the discretion of the Bank.
20. The Bank will evaluate the proposal on the basis of not only the criteria given above but also the following additional criteria for appointment of RTA:

- i) The financial position of the company for the last two years.
 - ii) The location of office and the nature of processing (hardware and software) being carried out by RTA.
21. Conditional Bids, which stipulate conditions contrary to the conditions given in the Bid document, are liable for rejection.
 22. The Bidder shall undertake and complete all the activities whether specified or not which are necessary for satisfactory completion of Share Transfer work and/or is statutorily expected to be done under the Companies, Act, 1956/2013 or any other law and / or guidelines issued by SEBI / Stock Exchanges / Government, etc. and Capital Market Practices by the RTA.
 23. The Bank will examine the Bids to determine whether they are complete, whether any computational / arithmetical errors have been made, whether the documents have been properly signed and supporting documents annexed thereto, and whether the Bids are generally in order.
 24. If there is a discrepancy between words and figures, the amount in words shall prevail.
 25. A Bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
 26. The Bank may waive any minor defect or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
 27. The Bidder shall bear all costs and expenses associated with the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.
 28. The Bank reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring the Bank to do the aforesaid.
 29. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Bid is awarded.
 30. Any effort by a Bidder to influence the Bid evaluation, Bid comparison or Bid award decisions may result in forthwith rejection of the Bidder's Bid.

31. The original and all copies of the Bid shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be supported by a written power-of-attorney accompanying the Bid. The person or persons signing the Bid shall initial all pages of the Bid.
32. Decision as to any arithmetical error manifest or otherwise in response to Bid Document shall be decided at the sole discretion of the Bank and shall be binding on the Bidder. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
33. The Bank reserves the right to cancel, annul or abandon the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. The Bank shall not be bound to give any reasons or explain the rationale for its actions/decisions to annul or abandon or cancel the bid process. Any action/decision of the Bank in this regard shall be final, conclusive and binding on the Bidder. The Bank further reserves the right to re-issue /re-commence the bid or circulate new Bid notice altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
34. The Bidder, irrespective of its participation in the Bid process, shall treat the details of the Bid Documents as secret and confidential at all times.
35. There is no penalty imposed, disciplinary action taken, and litigation, etc. against the Bidder pending during FY 2012-13, 2013-14, 2014-15 and till submission of the Bid.
36. All the licenses, registrations, approvals, sanctions, authorizations issued by any governmental, semi-governmental, statutory/regulatory bodies/authorities are in force and will remain in force during the currency of the arrangement to be entered into between the parties.
37. While discharging the duties as RTA, the Bidder will have to agree to the following conditions:
 - a. To redress the grievances and complaints at their own cost; and
 - b. To indemnify the Bank to the fullest extent against any loss occasioned because of the acts of omissions/commissions of the Bidders
38. The Agreement / Bid notice shall be governed in accordance with the laws of Republic of India.
39. The courts of India at Pune have exclusive jurisdiction to determine any proceeding in relation to the Agreement / Bid notice. These provisions shall survive the Agreement.

(E) INDEMINITY:

The successful bidder shall exercise reasonable skill, care and diligence and keep the Bank indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the selected bidder or its staff, agents or sub-contractors in relation to the performance or otherwise of the services under the agreement.

(F) TERMINATION:

The Bank and RTA shall have right to terminate the contract by serving three months notice to the other party and shall continue to provide its services and support to the Bank till the alternate arrangements are made.

The Bank reserves the right to terminate the contract with RTA, in case the performance of the RTA is not found satisfactory by the Bank. The decision of the Bank about the performance of the RTA shall be final and binding. The Bank also reserves the right to terminate the contract, in case of any breach or default of the terms and conditions.

(G) NON – SOLICITATION:

During the term of this agreement, the RTA, on its own behalf or in the service or on behalf of others shall not induce or attempt to induce any officer, director, or employee of the Bank to leave the Bank or should not misuse the confidential data or information of the Bank, which may be detrimental to the interest of the Bank.

(H) CONFIDENTIALITY:

The Bidder shall not divulge to other clients, press or any other party any confidential information about the Bank, which may have come to their knowledge.

REPRESENTATIONS AND WARRANTIES

Representations and Warranties, which the Bidder shall be presumed to have made, while submitting the bid and will subsequently form the part of Service Level Agreement.

Bidders represent and warrants that:

1. Bidder is a company duly organised and validly existing under the laws of India and is in good standing under the laws of the Bidder's business and the Bidder has full authority to enter into this Bid document and to execute, deliver and perform all of its obligations hereunder according to the terms hereof;
2. Bidder has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the RTA work and hereby represents and warrants that all RTA work provided hereunder shall at all times strictly conform to the requirements of this Bid document as set out herein and Bidder shall at all times adhere to good industry practices;
3. Bidder has obtained and / or complied with all applicable permits including all statutory and regulatory approvals / licenses required to provide and to perform the RTA work.
4. The execution, delivery or performance by the Bidder, of the RTA work shall not contravene the Memorandum and Articles of Association or similar organizational constitutional documents of the Bidder and contravenes any applicable law binding upon or applicable to them or any of their properties/assets/revenues;
5. The Bidder has full power and authority to enter into this Bid document and to take action and execute any documents required by the terms hereof and this Bid document is enforceable in accordance with the terms hereof and the persons executing this Bid document on behalf of the Bidder are duly empowered and authorized to execute this Bid document and perform all its obligations in accordance with the terms herein;
6. There are no strikes, lockouts or other labour disputes or any other claim, litigation, suits against the Bidder, or to the best of the Bidder knowledge, threatened and / or pending against or affecting the Bidder, and no material unfair labour practice complaint is pending or, to the best knowledge of the Bidder threatened and / or pending against the Bidder, before any Governmental authority.
7. The Bidder warrants that there are no criminal proceedings instituted against the Bidder. The Bidder shall verify the antecedents of the personnel it desires to engage for the provision of RTA work hereunder and shall ensure that it does not engage or continue to

engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person(s) from participating directly or indirectly in the provision of RTA work under this Bid document.

8. The Bidder has filed, has caused to be filed / the names of the Bidder has been included in all tax returns (national, state, provincial, local and foreign, if any) required to be filed and has paid all taxes shown thereon to be due and payable, together with applicable interest and penalties and there are no outstanding liabilities in that regard under Indian law;
9. The Bidder is solvent;
10. Each of the representations in this section (Representations and Warranties of the Bidder) is true and correct in all material respects as of the date of signing and that none of them omits to state any matter which makes any of such representations misleading in any material respect;

Covenants

The Bidder covenants as follows:

1. The Bidder acknowledges that subject to the provisions of this Bid document, the Bidder shall have no right to enter into any agreement or arrangement for and / or on behalf of the Bank or to represent any person, firm or corporation that it has such right or authority, without the prior written consent of the Bank. The Bidder shall be solely liable to all persons for all acts of omissions or commissions, deeds and things done by the Bidder and / or its personnel in the course of performance of obligations specified under this Bid document.
2. The Bidder covenants that it shall not sub-contract any of its responsibilities contained in this Bid document to any sub agent or subcontractor without prior written permission of the Bank, which the Bank may deny at its sole and absolute discretion and if the Bank gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and / or liabilities and the Bidder shall be fully responsible for all acts and omissions of its sub contractors or sub agents.
3. The RTA work shall be provided in compliance with all applicable laws including labour enactment, rules, authorizations issued by the Central, State and local authorities in India including SEBI, RBI and the provision of the RTA work shall not result in the infringement of any third party intellectual property rights and taken all required permission for performing RTA work under this Bid document;
4. The Bidder shall keep the same valid throughout the currency of this contract / Bid document.

5. The Bidder shall bring to the notice of the Bank any expiry, modification, or suspension of any such approvals / licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto.
6. The Bidder shall obtain and furnish such approvals as may be required in connection with the transactions contemplated under this contract / Bid document.
7. This Bid document to which the Bidder is a party when executed and delivered shall be, the legal, valid and binding obligation of the Bidder.
8. The Bidder agrees and confirms that all the provisions applicable to the Bidder in relation to its personnel shall also be ipso facto be applicable to the sub-contractors and sub-agents. The expression "personnel" wherever appearing in this Agreement in relation to the Bidder shall include its officials, directors, employees, sub-contractors, sub-agents, nominees, representatives, designees, for all purposes and intents.
9. The Bidder shall take and has mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the Bank, in relation to this Bid document / contract or the RTA work and shall take appropriate precautions not to breach the privacy of the Bank, customers of the Bank or any third party during the course of performance of its obligations herein.

The Bidder shall not divulge any Confidential Information or any other information relating to the security or safety of the data, information, property, assets and other surveillance equipments etc. which will threaten or likely to threaten the safety or security of the data, information, property, assets and employees.

10. The Bidder shall withdraw or shall not permit any of the Bidder's personnel from providing the RTA work if, in the sole opinion: (a) the quality of RTA work provided by the Bidder is not in accordance with the quality specifications stipulated by the Bank (b) it is not in the interest of the Bank that such personnel of the Bidder continue to be involved in the provision of RTA work. (c) The Bidder shall subject to the terms of this Bid document / Agreement, be responsible for completing the RTA work in a prompt and efficient manner.
11. The Bidder shall not exercise any lien or right of set-off of appropriation on any of the assets, properties, documents, instruments or instruments or material belonging to the Bank and in the custody or which may come in the custody of the Bidder for any amount due or claimed to be due by the Bidder from the Bank.

12. The Bidder shall be responsible for compliance of all laws, rules, regulations, orders, notifications and directions applicable in the relevant state / jurisdiction of its operation in respect of its personnel and shall establish and maintain all proper records and registers required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations also.
13. The Bidder undertakes that it shall not disclose Confidential Information of the Bank to any third person and the Bidder shall keep all the knowledge of the business activities, information relating to shareholders and affairs of the Bank strictly confidential and also ensure that neither the Bidder nor any of its personnel directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of the Bank. This clause will survive the expiration, cancellation or termination of this Bid document / Agreement.
14. The Bidder agrees and covenants not to use the Trademark and/or trade name of the Bank or letterheads of the Bank nor the Bidder will hold himself as an agent of the Bank. The relationship between the Bidder and the Bank being a principal-to-principal basis. The Bidder shall not use the Bank's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other Bank or person.
15. The Bidder agrees that no change whatsoever in the constitution of the Bidder during the continuance / validity of this Agreement shall impair or discharge the obligations of the Bidder under this Bid document / the Agreement. The Bidder shall forthwith upon any change in the constitution of the Bidder, inform the Bank of the change and provide such details in respect of the change and its effect, as may be required by the Bank .
16. The Bidder hereby agrees, undertakes and confirms irrevocably, unconditionally and absolutely that the entire obligation with regard to payment of stamp duty shall solely rest upon him and he shall be liable to pay adequate stamp duty in terms of the provisions of the applicable laws.

SCOPE OF WORK:

A) Taking over the operations of Registrar and Transfer Agent from the existing service provider:

Taking over the services of Registrar and Transfer Agents from the existing service provider including data migration and taking into its possession with due inventory details all the existing records pertaining the past RTA operations. This will be sole responsibility of the successful bidder appointed as Registrar and Transfer Agent, to collect, preserve and make available the old records for appropriate processing of the shareholder requirements It shall be the duty of the successful bidder who shall be appointed as New RTA to collect every detail/ records from the existing RTA including of the claims / suit filed accounts and also ensure to defend all cases to protect Bank's interest.

Initiating and completing all the regulatory formalities required for shifting of NSDL/CDSL connectivity and starting the functions as the RTA, within 30 days of the Bank's issuing the letter appointing the successful bidder as the RTA of the Bank, failing which, at the sole discretion of the Bank, such appointment is liable to be cancelled.

B) Working as the Registrar and Transfer Agent for the Bank:

1) DEPOSITORY RELATED SERVICES (NSDL & CDSL):

➤ Maintenance of Accounts:

Maintaining electronic accounts as downloaded by NSDL/CDSL, on the front end server of the Depository.

Updation of master files based on the transaction data received from NSDL/CDSL. Storing and maintaining of backup data.

➤ Dematerialisation

Receiving the dematerialization request from NSDL/CDSL electronically on the front-end server.

Verifying the same against the Dematerialisation Request Form (DRF) and the relevant certificates from the Depository Participant.

➤ Rematerialisation

Receiving the Remat Request from NSDL/CDSL electronically, on front end server.

Verifying the same against the Rematerialisation Request Form (RRF) received from Depository Participant.

Updating the status of the Rematerialisation Request No.

➤ **Transaction download**

Receiving transaction electronically on the front end server.

Updating the same on another system to enable tracking of transaction.

➤ **Corporate benefit distribution**

Segregating the beneficiary accounts and printing depository participant-wise statement detailing the amount and details of corporate benefit to each beneficiary.

➤ **Inter Depository Transaction**

Periodical Downloading of transactions (NSDL and CDSL) Verification of balances (NSDL and CDSL).

➤ **Reporting**

Updating of the beneficiary information master with transaction data received from NSDL/CDSL on weekly basis and provides the following reports.

a) Statistical Report/buying and selling statement through email

b) Movement Register-through email

c) Top 50/100 share holders list

d) Reconciliation Statement

e) Furnishing to the Company with MIS data pertaining to the dematerialized holding (party wise).

f) Complying with the periodical audit requirement of NSDL/CDSL.

g) Maintenance of full transaction data online to facilitate on-line attending of investors queries.

2) **FOR REGISTRAR AND TRANSFER AGENT SERVICES FOR PHYSICAL SHARES:**

➤ **Shares Maintenance of register of Members**

Storage of electronic data

Maintaining and updating of Register of Members

Recording data, edit and notification, updation of Master Files.

Maintaining Nomination Registers

➤ **Transfer Processing**

Acceptance of Transfer across the counter and by post Initial Scrutiny and Receipt

generation at the counter.
Security of documents and signature verification. Data entry, edit and rectification.
Objection generation, and sending letter to seller Updation of transfers.
Generating of Transfer Register and exception report (soft copy)
Generating covering letters and endorsement stickers, organizing the mailing /delivery of documents.
Handling Transposition, consolidation and Transmission requests in a similar manner.

➤ **Signature Capture**

Scanning and maintaining electronic record of the Signatures (new buyers) Updating of change in signatures on receipt of formalities.

➤ **Change of address/Status/Mandate/Name correction**

Acceptance of letters at the counter, by post and through e-mail Verification of signature.
Data entry, edit and verification Updation of Master File
Printing and mailing of acknowledgement letters

➤ **Correspondences**

Acceptance of letters by post and at the counter and giving official receipt
Classification and segregation of the letters.
Recording of letters/inwarding.
Attending to all queries/requests/complaint and generating a suitable reply.
Attending to all letters received from SEBI/Stock Exchange/ Consumer Forum/Other Government bodies on priority basis.
Recording the compliance and status on the Computer. Preparation of reports for SEBI and other statutory authorities.
Monitoring and supervising the status of all letters.

➤ **Maintenance/Recording of legal documents**

Registration of legal documents like Power of Attorney, Death Certificate/ Marriage Certificate, Letter of administration/ Succession Certificate, Legal Representation, Proxy Instruments, Prohibitory Orders etc.
Allotting registration number and maintaining a record of the same.
Recording and vacation of "Stop" instructions pursuant to disputes, Court/Consumer cases.

➤ **Issue of new certificates in Physical Form**

Preparing new certificate against request received for consolidation, split, renewal, remit or duplicate issue.

➤ **AGM/Extra Ordinary General Meeting processing**

Transfer Agent shall update all the records, generate all report and returns required for AGM/extra Ordinary General Meeting, dispatch of annual reports, circulars and notices etc. to the Share holders.

➤ **Dividend Warrants**

Coordinating with company to determine the dates of the Book Closure/Record dates.
Arranging for Warrant stationery printing and mailing of dividend warrants.

Preparation of the required statements /registers Soft copy.

Intimating to the Company the tax amount to be remitted to the Tax Authorities Issue,
Monitoring and control of duplicate/fresh/warrants.

Reconciliation of dividend (along with the Bankers) Recording data from paid instruments Matching with Master Files.

Preparation of outstanding warrants/statements.

Preparation of statement for transfer of unpaid dividend for the year end use and also for transfer of the IEPF after 7 years.

➤ **Printing of Statutory Documents**

Annual returns of the transfer (Soft Copy) Index of Shareholders.

Distribution schedule.

➤ **Liasoning with External Agencies**

Liasoning with Banks, R.B.I., Financial Institutions, SEBI and other Statutory authorities as required.

Attending to complaint letters received from SEBI/Stock Exchange/Consumer Forum/Department of companies Affairs/Registrar of Companies and other Government Bodies.

Ensuring redressal of Investor complaints and co-ordinate with SEBI on monthly/quarterly basis.

Certificate of Stock Exchange regarding share transfer status on record date as and when required for Quarterly statement to SEBI reporting required information.

Assisting the company with information required for Legal/Court matters.

Attending to and furnishing information required by the Secretarial Auditors including internal auditors of the Company.

➤ **NRI shareholders**

Attending to requests pertaining to change of status Resident to Non-resident and vice-versa, Coordinating with RBI, if required.

➤ **MIS/Data/Statistics to Company**

Shareholding pattern giving holding and percentage category – wise like companies, Institutions, individuals, non-resident Indians, Foreign Companies, etc. (Weekly).

➤ **Storage of Documents**

Storage of stationery and other records for previous ten years period and retrieval of the same as and when required.

➤ **Any other specific work**

Handling of shareholders' data of the Bank.

Handling matters related to Green Initiatives as required from time to time Any other specific RTA work not covered in the above list.

SECTION III

TECHNICAL BID – PART – A

(To be submitted on the letterhead of the Bidder Company)

(To be submitted in a separate envelope superscribed as per instruction given in Bid Notice)

Sr. No.	Description	Details from Bidder
(i)	Name of the Bidder company	
(ii)	Corporate Status (State whether Pvt. Ltd. / Limited) – Photocopy of documents confirming constitution of the firm / Company along with Memorandum / Articles of the company to be enclosed).	
(iii)	Year of establishment of the Bidder company.	
(iv)	Registered Office and Corporate Office address along with following details: a) Telephone Number(s) b) Fax Number(s) c) E-mail ID(s)	
(v)	Name of the Director/Managing Director/CEO with the following details: a) Telephone Number(s) b) Fax Number(s) c) E-mail ID(s) d) Office Address e) Residential address (along with copies of the pan card, identity and address proof)	
(vi)	SEBI Registration Number as category 1 R&T Agent and its validity. Please furnish details. (Enclose a copy of Registration certificate).	
(vii)	Area in sq. ft. of the premises of Main Office (Co-ordinating offices to be given separately).	
(viii)	The details of Infrastructure facilities available with the Company, viz.,	

- a) **Latest Equipments:** Give names, numbers of equipments installed with their capacity to handle the number of folios.
- b) **Details of skilled manpower available:** Details of number of personnel with qualifications, experience and service expertise in handling RTA activities, legal work, Hardware and Software Engineers, wherever necessary. Details of dedicated team structure to exclusively handle this requirement.
- c) **Hardware/Software:** Indicate the specifications of the Computer Hardware and Requisite Software including their capacity to handle number of folios (please give full details), Security features in the system may also be spelt out.
- d) **Storage Capacity:** Indicate details of space available for safekeeping of relevant records connected with the Company's work and maintenance of shareholder's documents (power of attorney, indemnity bonds, share certificates, etc.)
- e) **Security:** Indicate the available Network Security/Data Security with Firewall protection/Intrusion Detection system/Virus Detection and elimination system at Gateway and Desktop level.
- f) **Safe Deposit Vaults:** Physical/Access at the premises. Particulars of Safe Deposit Vaults as per RBI Specifications (if any) to store presigned Blank valuable stationery/certificates, warrants, etc.
- g) **Testing Methods:** Details of testing methods that will be made available, to be specified.
- h) **Software Development:** Details of in-house software development facilities, if any (kindly give the composition and strength of the Team and the skill sets of the personnel)
- i) **Methodology adopted for maintaining back up of Database.** Details of Disaster Recovery Plan and power back-up facility be given.

	j) Kindly enclose suitable documentary evidence for a) to i) above.	
(ix)	Details of connectivity with NSDL/CDSL for handling Demat shares and the details of Software/Hardware to handle Dematerialized shares in order to work in tandem with NSDL/CDSL systems (Enclose documentary evidence).	
(x)	Give experience in number of years of handling the activities of Registrar and Share Transfer Agent (RTA) as on 30.09.2015. (Enclose experience certificate/documentary evidence).	
(xi)	Names of 40 (forty) clients of the Bidder including 4[Four] or more companies/Banks who have at present more than 1.75 lakhs shareholders as on 30.09.2015.	
(xii)	Names of the Public Sector Bank(s), who have at present more than 1.75 lakhs shareholders. where similar RTA services are being extended by the bidder for shares as on 30.09.2015	
(xiii)	Whether any disciplinary action had been taken for suspension of business against the bidder company by SEBI during last three years (2012-2015) and till the date of submission of bids. If so, details thereof.	
(xiv)	Whether any appeal or unresolved disputes/suits/cases are pending at any Judicial Fora in India and abroad regarding the existing business/their right to handle RTA services. If so, details thereof.	
(xv)	Any litigation pending before any Judicial Fora filed by/against the prospective RTA against/by the Bank.	
(xvi)	Self attested copies of Audited Accounts of the Company for the last two financial years. (Specify Net worth/ Turnover/ net profits for last two financial years).	
(xvii)	Total number of Equity Folios being served by the company presently.	
(xviii)	Details of facilities for bulk despatch by Ordinary/Registered Post/Courier, electronic mode etc.	
(xix)	Communication facilities available for contacting in the shortest possible time (Give details).	
(xx)	Organisation Chart	

Place :

Signature:

Date :

Name of Managing Director/ CEO/Director

To be submitted on the letterhead of the Bidder Company)

SECTION IV

FINANCIAL BID – PART B

(To be submitted in a separate envelope superscribed as per instruction given in Bid Notice)

Sr.No.	Particulars	Indicative Quantity for the work (approximately)* (A)	Rate per case/ folio (excluding Service Tax) (B)	Amount (A) x (B)
1	Annual Folio Maintenance charges For Physical Folio For Demat Folio including all related reports to be submitted to the Bank on weekly basis. Register of Members and Index of Members	48,371 folios 1,28,245 folios		
2	Fees for transfer/transmission/ of shares/issue of duplicate share certificate/split/consolidation,	462 cases per year		
3	Demat Charges	1742 cases per year		
4	Remat Charges	540 certificates per year		
5	Signature scanning charges	462 cases per year		
6	Fee for Overprinting of Dividend warrants/including maintenance of dividend registers/record/reconciliation/ mailing, etc./ City wise bifurcation/ECS.	1,76,616 folios		

7	Overprinting of Label for dispatch of Annual Reports/Any other Communication.	1,20,000 folios		
8	Maintaining e-mail addresses of the shareholders and sending the notices/annual reports/other communication by electronic mode, under Green initiative.	55,000 folios		
9	Charges for mailing Annual Report, Dividend Warrants, etc.		At Actuals	--- (Not part of Bid)
10	AGM connected activities (including Distribution Schedule, shareholders' database on PC at AGM venue etc.,	1,76,616 folios	At Actuals	--- (Not part of Bid)
			TOTAL:	

*** The figures furnished are approximate and for evaluation only. The actual figures cannot be given now.**

Place :

Signature:

Date :

Name of Managing Director/ CEO/Director

(To be submitted on the letterhead of the Bidder Company)

UNDERTAKING

To,

The Deputy General Manager,

Investor Services Department

Bank of Maharashtra,

Head Office, Pune

Sir,

Selection of R&T Agent for servicing Equity of Bank of Maharashtra

1. Having gone through the Bid Document for aforesaid job, we offer to undertake the services in conformity with your requirements and the terms and conditions for the same.
2. We confirm that there has not been any disciplinary action taken for suspension of business against the entity by SEBI during the last three years, i.e., during April 01, 2012 to March 31, 2015 and till the date of submission of bids.
3. We confirm that none of the directors or principal officers of the entity has been convicted of any offence involving moral turpitude or has been found guilty of any economic offence.
4. We confirm that there has not been any appeal or unresolved disputes/suit cases which are pending at any judicial fora in India and abroad regarding the existence of the business/our right to handle RTA services. Further there has not been any litigation pending before any Judicial Fora filed by/against our company against/by the Bank.

5. We agree to identify and designate an official of senior rank who shall be responsible for the compliance of acts, rules and regulations, notifications, guidelines, instructions etc., issued by SEBI, Central Government for redressal of investor's grievances or relevant to RTA activities.
6. We further agree to maintain and preserve the records as per SEBI Regulation/Operational Guidelines/applicable to Registrar and Share Transfer Agent.
7. We undertake to complete all the activities whether specified or not, which are necessary for satisfactory completion of RTA Work and/or is statutorily expected to be done under the Companies Act, 1956/2013 or any other applicable law and/or guidelines issued by SEBI/Stock Exchanges/Government/Capital Market Practice(s), etc.
8. That this undertaking shall be irrevocable and shall be binding on us and our successors and assigns and shall be in full force and effect during the currency of the arrangement entered into between the parties.
9. We undertake not to disclose any confidential information pertaining to the Bank to third parties without written consent of the Bank in this regard.
10. We undertake to indemnify the Bank against all losses/damages suffered by the Bank due to any negligent action on the part of RTA/its officers.

Place :

Date :

Managing Director/CEO/Director