

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF AGENCIES FOR “DUE DILIGENCE AND VERIFICATION”

BANK OF MAHARASHTRA

1501, LOKMANGAL, SHIVAJINAGAR, PUNE 411 005

RFP REFERENCE NO. BOM/CPC/DDR/2019-20

DATE: 29.05.2019

PRICE OF TENDER: RS.5000/-

(DEMAND DRAFT IS TO BE ENCLOSED AT THE TIME OF SUBMITTING THE TENDER)

[A] Important Dates

1	Issuance of RFP Document by Bank	29.05.2019
2	Last Date of Submission of Response by the Bidder	12.06.2019 UPTO 5.00 PM
3	Pre-Bid Meeting	10.06.2019 AT 11.00 AM
4	Opening of Bid	13.06.2019 AT 12.00 PM
5	Tender fee	Rs.5000/-

[B] Important Clarifications

Following terms are used in the document interchangeably to mean:

1. Bank, BOM means "Bank of Maharashtra".
2. RFP means this "RFP document"
3. Recipient, Respondent and Bidder means "respondent to the RFP document"
4. Tender means RFP response documents prepared by the bidder and submitted to Bank of Maharashtra

This document is meant for the specific use by the Company/person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws, Bank of Maharashtra expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank in the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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बैंक ऑफ महाराष्ट्र
Bank of Maharashtra

भारत सरकार का उद्यम

एक परिवार एक बैंक

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Section- I

1. Bank of Maharashtra

Bank of Maharashtra is one of the medium Public Sector banks having its presence all across India with a branch network of 1832.

2. Introduction and Disclaimer

This Request for Proposal document (“**RFP document**” or **RFP**) has been prepared solely for the purpose of enabling Bank of Maharashtra (“Bank”) to empanel agencies for undertaking due diligence of MSME proposals with exposure Rs.50.00 lakh and above received at our branches/CPCs/offices across India.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The Provision of the services is subject to observance of empanelment process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the empanelment process.

3. Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable the intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

4. For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued (“the **Recipient**” or “the **Respondent**”).

5. Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank.

Bank reserves the right to update or revise the RFP document or any part of it prior to opening of responses by the Respondents. Bank shall provide the revised RFP document, if any.

6. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, agents, representative, contractors, or advisers disclaim all liability from any loss, claim, expense (including without limitation, any legal fees, costs, charges,

demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“**Losses**”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates or projection contained in this RFP document or conduct ancillary to it whether or not the **Losses** arises in connection with any ignorance, negligence, casualness, misrepresentation on the part of Bank or any of its directors, officers, employees, agents, representative, contractors, or advisers.

7. Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

8. Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the empanelment of agencies, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

9. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP, by way of email/fax/letter. Contact person details for this are as under:

Name	Mr. Nitin Kamat	Mr. Mahesh Banswani
Designation	Asst. General Manager, MSME	Deputy General Manager,
Phone	+91 20 25614402	+91 20 25614228
Email	agmpri@mahabank.co.in	dgmmsme@mahabank.co.in

10. Acceptance of Terms

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

Section- II

1. Existing Setup

Bank of Maharashtra with network of 1832 branches spread all across the country.

2. Requirements

Bank of Maharashtra desires to empanel an agency (with a minimum experience of 2 years) for due diligence and verification.

Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned under Section- IV

Apart from the above the bidder must also agree to all our terms & conditions mentioned under Section –V

Section -III

1. Objective:

Bank of Maharashtra desires to have a panel of agencies providing due diligence and verification reports.

2. Scope of work & delivery of service

Bank will award the contract to the bidder for a period of three years i.e. 01.07.2019 to 31.05.2022 and the bidder should deliver the service with the following scope

Bank of Maharashtra is currently in the process of empanelment of Due Diligence agencies for undertaking due diligence of MSME proposals (New & Enhancement) with exposure Rs.50.00 lakh and above received at Branches/CPCs/Offices spread across India.

The Key guiding principles for additional processing are that one side branch would have greater focus on sales, customer servicing and lead generation and on other side customers should not get affected out of delay in service.

As per the proposed operating model, CPCs and Branches would be responsible for processing Loan applications as per the extant delegated lending powers of the Bank. While processing, the processing officials are to undertake due diligence of the applicant unit, promoters, securities etc. on their own. As a supporting measure and to improve the quality of due diligence, it is proposed to empanel agencies for undertaking due diligence of MSME applications with exposure of Rs.50.00 lakh and above.

The empaneled agencies shall undertake due diligence of the MSME proposals and submit the Due Diligence Report to the Branch/CPC/Office of the Bank which should cover the following

1. MSME unit snapshot covering all KYC verification
2. Strength and Weakness
3. Ownership & Management including Key management & organization structure
4. Business profile
5. Customer & Supplier details
6. Industry overview

7. Financials
8. Existing banking details
9. Auditor details
10. Site visit with photographs
11. Promoters KYC check and residence visit with photographs
12. ROC search and MCA check for latest ABS

Based on scrutiny of these reports and the reports received from other sources, the CPCs/Branches will prepare the appraisal note which will put up for further processing.

All the required infrastructure has to be provided by the vendor.

- Bidder should be capable of doing due diligence and verification process for the bidding zone / jurisdiction as per the specified requirement within the stipulated time.
- The report should be delivered to the branches/ CPCs on time.

The Verification Agency has to provide verification services by verifying the correctness of the information given by the proposed borrower in his loan application form, as per the directions and details given by the BOM

Turn around Time (TAT): The Agency should submit the due diligence report covering the above mentioned contents within 5 working days from the time of receipt of the case from the Bank. The time period stipulated above and the format of the Verification Report can be changed and modified by the Bank at any time.

Penalty for non-maintenance of TAT: For each day of delay beyond the prescribed TAT of 5 working days, the Agency would be charged penalty at the rate of 25% of the fees payable per day of delay per case.

Audit: The Bank shall have the right to conduct audits on the agencies, by its internal or external auditors or by agents appointed to act on its behalf.

Correctness and Authenticity of the report: The agency should submit true and correct particulars on the field verified. The Agency should ensure correctness and authenticity of the report. It has to also conduct back checks for all the verification conducted by its Field Verifiers to verify the authenticity of report and behavior of field verifier by making a phone call at proposed applicant's residence/business or otherwise. The verification report submitted in a format other than the format prescribed by the Bank or reports which are conditional shall be rejected.

Compliance of the Code of Conduct: Verification Agency should also ensure strict compliance of the Code of Conduct Provided by BOM from time to time.

Section – IV

1. Eligibility Criteria for empanelment of agency for Due diligence

- a. The service provider if it is not a subsidiary of the Bank should not be owned or controlled by any director or officer/employee of the Bank of their relatives having the same meaning assigned under Section 6 of the Companies Act, 1956.
- b. The Promoters/Company/Firm which is entrusted with the outsourcing work should not be defaulters to any Bank/FI and should not have been blacklisted by any authority.
- c. The agency should have prior experience of minimum two years of conducting due diligence/verifications of MSME proposals. The preference will be given if the agency is having minimum 2 empanelment/clients in the Public Sector/Pvt. Sector Banks/FIs.
- d. The Vendor agency can be a national agency/zonal level service provider as a corporate entity or a reputed/registered firm.
- e. The agency should not have been black listed by any Government department/PSU Bank or any financial institution.
- f. The vendor should be able to undertake all activities from the proposed list of activities.
- g. The reports provided by the vendor should be in Industry Standard formats or in the formats specified by the Bank. Specimen formats presently used by the vendor for each of the specified activities have to be provided with the application. Due diligence report in Standard format expected by Bank is enclosed.
- h. Each of these vendors should commit to the turnaround time (TAT) for each activity prescribed by the Bank.
- i. The proposed vendor should be able to procure all the required licenses/ permissions on his own.

Please note that any response which does not provide any / all of the above information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the agency in this regard.

For any further clarifications you may contact the following Executive:

Name	Mr. Nitin Kamat	Mr. Mahesh Banswani
Designation	Asst. General Manager, MSME	Deputy General Manager,
Phone	+91 20 25614402	+91 20 25614228
Email	agmpri@mahabank.co.in	dgmmsme@mahabank.co.in

Section – V

TERMS & CONDITIONS FOR THE EMPANELMENT OF AGENCY FOR DUE DILIGENCE AND VERIFICATION REPORTS

GENERAL TERMS

The terms and conditions presented are indicative in nature and not exhaustive. Bidders should note that these conditions and the responses are expected to form the basis of the contract between BOM (Bank of Maharashtra) and the Bidder.

1. Information Provided

The TENDER document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank of Maharashtra in relation to the provisions of services. Neither Bank of Maharashtra nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this TENDER document. Neither Bank of Maharashtra nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the TENDER document.

2. For Respondent Only

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

3. Costs Borne by Respondents

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

4. Errors and Omissions

Each Recipient should notify Bank of Maharashtra of any error, omission or discrepancy found in this tender document or seek any clarification on the TENDER document or part thereof not later than five business days prior to the last date for submission of bids.

5. Language of Tender

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents intended and printed literature shall be in English language only.

6. Format of Bids

The Bidders should use the formats prescribed by the Bank in the TENDER. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects/ services.

7. Time Frame

The following is an indicative timeframe for the overall empanelment process. Bank of Maharashtra reserves the right to vary this timeframe at its absolute and sole discretion should the need arise. Changes to the timeframe will be relayed to the affected Respondents during the process.

Tender Issuance Date	:	29.05.2019
Pre-Bid Meeting	:	12.06.2019 @ 11.00 AM
Last Date for Submission Of Bids	:	10.06.2019 upto 5.00 PM
Bid Opening	:	13.06.2019 @ 12.00 PM

8. Submission of Tender

The Tender documents should be submitted in duplicate i.e in Two Sets (Set 1 Marked as – **Original set** and Set 2 Marked as – **Duplicate Set**)

Only one submission of response to tender by each bidder will be permitted. Technical & Commercial Bid should be given in separate sealed envelope duly super scribed as “Technical or Commercial Bid”

The bidders shall submit the proposal properly filled so that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as “Page_ (current page) of (Total Pages)” and be signed by authorized signatory (except literatures, data sheets and brochures). The Current page number should be a unique running serial number across the entire proposal.

In case of delay or non-delivery of Tenders, Bank will not assume responsibility.

Mere response to the tender will not entitle nor confer any right on the Bidders for empaneling by the Bank.

9. Compliance to bank's all terms and conditions

Bidder has to submit a letter of Undertaking along with the Tender that they will abide by all the terms and conditions stated in our Tender

The Bidder will have the responsibility of supplying the report on time as per TAT.

10. Late Tender Submission policy

All Tenders duly filled in should reach our office as per the given time schedule above. Any late tenders shall not be entertained for any reason whatsoever.

11. Validity of Tender

The Tender submitted by the Recipients will remain valid and open for evaluation according to the terms for a period of 60 days from the date the tender submission date closes.

12. Request for Information

Recipients are required to direct all communications related to this tender, through the Nominated Point of Contact Person i.e. **The Asst. General Manager-MSME**

All questions relating to tender must be in writing only to the Nominated Point of Contact.

Bank of Maharashtra will not answer any communication initiated by Bidder later than five business days prior to the due date for lodgment of tender. However, Bank of Maharashtra may in its absolute discretion seek, but under no obligation to seek, additional information or material from any bidder after the tender closes and all such information and material provided must be taken to form part of the tender.

Bidder should invariably provide details of their email address (es) as responses to queries will only be provided to the bidder via e-mail.

If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then bank reserves the right to communicate such response to all Bidders participating in the tender.

Bank of Maharashtra may in its absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the tender closes to improve or clarify any response.

13. Evaluation of Tender

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. L1 bidder will be selected based on their commercial Bid.

Matching to Lowest Rate: All applicants who are selected for empanelment have to match the **lowest rate without any condition or protest** quoted amongst them for each activity covered under the due diligence service and has to render the due diligence service on allotment of the work at the **aforesaid lowest rates for each activity**. The aforesaid lowest rate shall remain fixed during the entire period of

empanelment and shall not be subject to variation on any account. Applicants who do not match the rate as aforesaid will not be considered for empanelment.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof.

The Bank's decision will be final & Bank will not entertain any correspondence in this regard.

14. Validity of Contract

The empanelment of the selected agency will be valid for three years (i.e. from 1st July 2019 to 31st May 2022) as an approved agency for due diligence and verification reports and reviewed every year for satisfactory performance.

15. Notification

Bank of Maharashtra will notify the Respondents as soon as practicable about the outcome of the TENDER evaluation process, including whether the Respondent's TENDER response has been accepted or rejected. Bank of Maharashtra is not obliged to provide any reasons for any such acceptance or rejection.

16. Authorized Signatory

The empaneled Bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The empaneled Bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company secretary, authorizing an official or officials of the company or a Power of attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purpose as required by the Bank. The empaneled Bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

17. Bank of Maharashtra reserves the right to

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time.
- Extend the time for submission of the tender
- Empanel the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to tender by any Bidder, with any other Bidder (s) / others, in any form.
- Cancel the tender at any stage, without assigning any reason whatsoever
- Demand more information related to tender at any time.

18. Execution of SLA/NDA.

The vendor and Bank should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank including the penalties and (b) Non-disclosure Agreement (NDA). The Vendor

should execute the SLA and NDA within 15 days from the date of acceptance of Letter of Appointment.

19. Payment and Payment Terms:

In consideration of the Vendor providing deliverables and services and performance of the obligations as set out in this Document/ as per the terms of service level agreement, the Bank shall pay to the Vendor the fees as agreed. The Vendor shall raise monthly invoices to the respective Zones. It is agreed that the Zonal office of the Bank shall make payments after deducting the applicable taxes for all undisputed invoices to the vendor in accordance with the payment terms. All the payments to the vendors shall be subject to the performance of the Services to the satisfaction of Bank of Maharashtra or its representative office. There will not be any upfront/advance payment.

If the Vendor fails to deliver or perform the services within stipulated time schedule as decided in SLA Bank of Maharashtra or its representative office shall, without prejudice to its other remedies available under the Contract, deduct from the ordered price, the liquidated damages, i.e. a maximum sum equivalent to 10% of the billing amount, in respect of cases, where turnaround time as stipulated is not maintained by the vendor as penalty. Bank of Maharashtra reserves all the rights to levy the penalties under the contract in case satisfactory services are not restored.

Bank is entitled to withhold or deduct liquidated damage from the price under the contract or any other amount, which is due to Vendor from this contract, or any other contract.

Notwithstanding anything contained in this Document/ the SLA or in any other document(s).

- a) Under no circumstances Bank of Maharashtra shall be liable to the successful Vendor and/or its employees/ personnel/ representatives/ agent etc., for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- b) Bank of Maharashtra shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Vendor or any other person engaged by the successful Vendor in the course of performance of the Service.
- c) Any payments made to and received by authorized successful vendor personnel shall be considered as a full discharge of Bank of Maharashtra's obligations for payment under this contract.
- d) The Successful Vendor is to do necessary customization and to implement the necessary changes to meet Bank' and regulatory requirement during the currency of the contract without any additional cost to the Bank. The vendor will be required to provide the reports in the revised formats, if any, provided by the Bank in future for improving the working of CPC in respect of the activities given above. Additional charges/ cost/ training in rendering these charges, if any are to be borne by the vendor.
- e) Payment will be released at the respective Zonal office, through the current account maintained with our Bank.

20. Cancellation of contract

The Bank reserves the right to cancel the contract of the empaneled Bidder on the following circumstances.

- i. The empaneled Bidder commits a breach of any of the terms and conditions of the tender/ contract.

- II. The Empaneled Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- III. The empaneled Bidder provides wrong/ unsatisfactory due diligence and verification reports in the opinion of the Bank.
- IV. The progress regarding providing of report is found to be unsatisfactory by the Bank.

21. No Legal Relationship

No binding legal relationship will exist between any of the recipients / respondents and Bank of Maharashtra until execution of a contractual agreement.

22. Disqualification

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

23. Force Majeure

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, including without limitation Acts of God, war, sabotage, fire, flood, explosion, civil commotion strikes or industrial action of any kind, riots, insurrection or acts of Government, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

24. Arbitration

In the event of a dispute or difference of any nature whatsoever between Bank and the successful Bidder during the course of assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of arbitration and will comprise of two arbitrators and an umpire. Bank and bidder will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The Provisions of Indian Arbitration Act 1996 shall apply to the arbitration proceeding. The Arbitration will be in English.

25. Indemnity

The successful bidder agrees to indemnify, and keep indemnified, and defend and hold harmless the Bank, its officers, Directors and employees from and against any and all losses, claims, costs, liabilities, penalties, judgments, expenses or damages including without limitation attorney fees that the Bank incurs as a result of any breach of obligation, fraud, negligence, misrepresentation, misconduct etc., and/or for violation of any intellectual property rights of any third parties or any applicable laws committed by the successful Bidder, its agents, employees, representatives etc., as the case may be, by executing an instrument to the effect on a Non Judicial Stamp paper.

26. Confidentiality

The Bidder shall keep confidential any information obtained under the contract and shall not divulge the same to any other person without consent in writing by Bank of Maharashtra. In Case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by Bank. Further Bank of Maharashtra shall have right to regulate Bidder Staff as defined under Code of Conduct guidelines. The Confidentiality clause shall survive expiration or cancellation of the contract.

27. Professionalism:

The vendor should provide professional, objective and impartial services at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing this assignment.

28. Adherence to Standards:

The vendor should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

29. Publicity

The Bidder shall not advertise or publicly announce that he is undertaking work for Bank of Maharashtra without written consent of Bank. In case of non-compliance of this clause the Bidder will be debarred for participating any future contract/ tender for a period of three years.

30. Applicable Law and Jurisdiction of Court

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

31. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, agents, representative, contractors, or advisers disclaim all liability from any loss, claim, expense (including without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("**Losses**") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates or projection contained in this RFP document or conduct ancillary to it whether or not the **Losses or damage** arises in connection with any ignorance, negligence, omission, default, lack of care, casualness, misrepresentation on the part of Bank or any of its directors, officers, employees, agents, representative, contractors, or advisers.

32. Assignment

The empaneled bidder shall not assign in whole or in part the rights and obligations of contract of any other person, without the prior written consent of the Bank. Provided that the Bank may assign any of its rights and obligations to any other party including its affiliates without the consent of the empaneled Respondent.

33. Amendment

Any provision of the contract may be amended by the Bank and the empaneled Respondent only if the amendment is in writing and signed by both the parties.

APPENDIX- A – Technical

APPLICATION FOR EMPANELMENT OF DUE DILIGENCE AND VERIFICATION AGENCY

S. No	Norms	Applicant details	Status of Compliance		Page No. of Your Response
			Yes	No	
1	Name of Applicant Firm /Company				
2	Constitution				
3	Date Established/ Date of Incorporation				
4	Registered / Communication Address of the Firm / Company				
5	PAN No. of Applicant's (Enclose certified copies of document as evidence)				
6	Name of Authorized person to apply (Authorized on letter head by respective owner / board of directors) a) Designation b) Address c) Telephone No. d) Mobile No. e) Email Id				
7	Name of Bank / Financial institutions /company the applicant has been providing Due diligence and verification services, no of years including period thereof, No of cases where verification is done in respect of each client (Minimum Two) I. Client I II. Client II III. IV. V.				
8	Whether applicant has been blacklisted any time during the last 3 years (if yes, details thereof)				
9	Furnish information about, internal structure, facilities and HR of the applicant to carry out the work: a) Management Structure of the Applicant b) Controls and reporting				



	System c) Client Complaints & assistance response and Resolution System in place including level of escalation.				
10	Details of Present Set up / Infrastructure available a) No. of Offices and Location b) No. of Branches and location c) Facilities / infrastructure available at office and Branch to carry out the work, including details of computers, communication instruments, vehicle etc. d) No. of Staff available at each office and branch e) Staff structure at office and branches f) No. of field verifiers and supervisors at each office and Branch				
11	Furnish information about systems and procedures in place a) To conduct back checks for all the verification conducted by your field verifiers. b) To ensure Time bound Delivery of Verification reports c) To ensure correctness authenticity of the Verification report d) To hold and communicate data of negative list of borrowers / defaulters e) Safeguards to maintain confidentiality and secrecy of customer data				
12	Particulars of training programme provided to field verifiers for conducting of verification services				



13	Any other technical information applicant want to furnish			
14	Mention the area of operation applied for as per below			

Note: Please attach self-attested photographs and photocopies of proofs relating to:

- Identity & Address of the firm and the Proprietor / all partners / all directors.
- Partnership Deed / Memorandum & Articles of association of Company / Certificate of Registration from Registrar of Firms
- PAN card / TAN/ GSTIN/ VAT etc.
- Empanelment with other banks / institutions
- Registration with Govt. authorities
- Authority Letter / Board resolution for applying for empanelment
- Audited Financial Data / Financial profit- duly certified by the agency

We solemnly declare the information furnished above is complete and entirely true, and nothing has been concealed.

We affirm that terms & conditions of bank of Maharashtra relating to empanelment acceptable to us.

I/ We hereby declare having read the specimen of the terms and conditions attached with the offer document and note to abide by the covenants of the terms and conditions.

For & on behalf of Firm

(Signatures)

Name & Designation

Enclosures:

- 1.
- 2.
- 3.
- 4.

(Signatures)

Name & Designation

(Signatures)

Name & Designation



Scoring

S. No	Eligibility Criteria	Max. Marks for the Criteria	Marks assigned to sub criteria
1	Past Experience of Due Diligence & Verification work of the company / firm (minimum two year as of 31.03.2018)	20	
	>10 years		20
	>5 years but < 10 years		15
	>2 years but < 5 years		10
	<2 years		0
2	Existing Clientele (Presently Approved by Nationalized Banks)/Large Pvt./FIs	15	
	Approved by more than 5 Banks		15
	Approved by 2-5 Banks		10
	Approved by less than 2 Banks		0
3	Financial Strength of the Agency (Average turnover for last 3 financial year or since date of establishment)	10	
	Above Rs 5.00 Crs		10
	Above Rs 3.00 Crs & upto Rs 5.00 Crs		8
	Above Rs. 1.00 Crs & upto Rs. 3.00 Crs		5
	Below Rs 1.00 Crs		1
4	Constitution of the Company /Firm	10	
	Company (Public/ Pvt. Ltd)		10
	Partnership firm		6
	Proprietary Concern		4
	Any Other		2
5	Agency's Staff Strength exclusively for this activity (Only Field & Supervisory staff on company's / firm's roll shall be considered)	5	
	>100		5
	>50 & <100		4
	>25 & <50		3
	<25		2
6	Area of Operation	10	
	Pan India		10
	Minimum two State of covering any / all the cities		8
	All Metro Cities		6
	Few Selected centres other than mentioned		4
7	Operational efficiency with present Banking Clientele (Average Turn Around Time (TAT) of final submission of verification reports from anywhere in India since empanelment at existing clients-should be verifiable through Data/MIS agency or existing Banking Client) /	10	
	Less Than 3 working days		10



	Between 3 working days and upto 5 working days		8
	More Than 5 working days		2
8	Capturing Facility of Location through GPS	5	5
9	Volume of work with present banking Clientele (Average no. of verifications / collections doen per month since empanelment)	5	
	More than 2000		5
	>1000 to <2000		3
	>500 to <250		2
	<250		1
10	Technical Capability (minimum norms of infrastructure proportional to no. of offices) a. Computer Systems/ Nodes to office 5:1 b. Scanners to office 2:1 c. Network Connected d. Licensed Software	10	
	Availability of all four infrastructure greater than or equal to above defined ratios		10
	Availability of any three infrastructure greater than or equal to above defined ratios		7
	Availability of any two infrastructure greater than or equal to above defined ratios		5
	Availability of all infrastructure less than above defined ratios		0
	Maximum Marks	100	

Bank may, in its sole and absolute discretion apply whatever criteria it deems appropriate in the empanelment of agencies, not limited to selection criteria set out in above scoring models or this offer document.

Only agencies, who are having the infrastructure / skill sets available for both the assignments, may apply for both the empanelment.

Only those agencies scoring minimum 60 marks or above shall be considered eligible for empanelment.

The Bank reserves its right to accept / reject any or all the offers without assigning any reason (s). Bank may also visit the site location of the bidders during finalization / evaluation stage.

The empaneled due diligence and verification agency (ies) will have to maintain account with Bank of Maharashtra and have to quote their Bank of Maharashtra account number, PAN, GST No on the bill while submitting the monthly bill and all the payments shall be made through such account. The bill must be on letter head of agency of whom the empanelment is done.

APPENDIX- B – Commercial Bid (on Companies Letter Head)

Commercial: Rate Contract – INR _____ per reference

The rates quoted above are inclusive of all taxes / levies except GST. The GST will be paid extra as per prevailing rates. All expenses pertaining to verification would be borne by the applicant.

(Authorized Signatory)

(Seal of Firm / Company)

Place:

Date:

APPENDIX- C – Compliance Certificate

(on Companies Letter Head)

To,

Date:

General Manager (Retail & MSME) Bank of Maharashtra

1501, 'Lokmangal', Shivajinagar Pune-411005

Dear Sir,

Ref:-

1. Having examined the Request for Proposal (RFP) including all appendixes, the receipt of which is hereby duly acknowledged, we the undersigned offer to provide the end to end services in conformity with the said RFP and in accordance with our proposal.
2. We confirm that this offer is valid for 60 days from the last date for submission of RFP to the Bank (RFP closing date).
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
4. We undertake that in competing for and if the award is made to us, in executing the subject contract, we will strictly observe the laws against fraud and corruption in force in India namely " Prevention of Corruption Act 1988".
5. We agree that the Bank is not bound to accept any Bid that the Bank may receive.
6. We have not been barred / black listed by any regulatory / statutory authority and we have the required approval to be appointed as a service provider to provide the services to Bank.
7. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.
8. Empanelment will be for a period of THREE years.

Seal & Signature of the Bidder Phone No:

Fax:

Email

Place

Date:



APPENDIX- D – List of Zonal Offices

	Zonal office address	Contact details
1	Ahmedabad Zone, Mavlankar Haveli, Vasant Chowk, Bhadra, Lal Darwaja Ahmedabad - 380 001	Ph. No.-079- 25505157, 25507901/02,25508024 Fax No.- 079- 25509564
2	Ahmednagar Zone, Gurukul, 2nd Floor, Lal Taki Road, Ahmednagar - 414 001	Ph. No.- 0241 / 2430574, 2430776, 2430428, 2430 659, 2431 705, 2430578
3	Akola Zone, Aarth Mangal, Oak Marg, Satav Chowk, Jatharpeth, Akola - 444 005	Ph. No.- 0724- 2490842/3/5,
4	Amravati Zone, Siddhivinayak Building, Opp. Atul Mangal Karyalay, Lahanuji Nagar, Amravati - 444 606	Ph. No.-0721-2570313, 2678206, 2671452, 2670901, 2571380 Fax No.-0721-2565588
5	Aurangabad Zone, Mahabank Bhavan, C-3, N-1 Town Centre, CIDCO, Aurangabad - 431 003	Ph. No.- 0240-6645602, 6645610/16/19/20 Fax No.- 0240- 6645606 E-mail ID-
6	Bengaluru Zone, 15, Police Station Road, Basavanagudi Bengaluru - 560 004	Ph. No.-080-46561221, 46561226,46561227,46561229
7	Bhopal Zone, 1/14 Prashasanik Zone, Arera Hill, Jail Road, Bhopal - 462 011	Ph. No.- 0755-2551003, 2573623, 2762838 Fax No.- 0755-2550808
8	Chandigarh Zone, SCO 88-89, Sector - 17 C, Chandigarh - 160 017	Ph. No.(DZM) - 0172- 2713011 Fax No.- 0172- 2704416
9	Chandrapur Zone, Ghanashyam Bhavan, Mul Road, Opp. Police H.Q. Chandrapur - 442 401	Ph. No.- 07172-272218, 254518, 271812, 271830, 272718 Fax No.- 07172-264065
10	Chennai Zone 04, Sivangananan Road, T. Nagar Chennai - 600 017	Ph. No.-044- 24356036, 24364410, 24327650, 24338248, 24327289, 24355434, 24342005, 24340705
11	Delhi Zone, 15, NBCC Tower, 3rd floor, Bhikaji Cama Place, New Delhi - 110 066	Ph. No.- 011- 26164817, 26172823, 26100401, 26172853 Fax No.- 011-26171554
12	Goa Zone, Dattaprasad Building, 1st Floor M.G. Road, Panjim, Goa - 403 001	Ph. No.- 0832-2223144, 2223136, 2235955 223155, 2231074, 2230782
13	Hyderabad Zone, H NO 4-3-448 to 460 & 465 to 468, 1st Floor, ViYoothaYa Pittiè s Majesty, Gopal Baugh Near Bank Street, Koti, Hyderabad - 500 001	Ph. No.- 040-24757005 , 24755080 Fax No.- 040-24761858



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra

भारत सरकार का उद्यम

एक परिवार एक बैंक

14	Indore Zone, Maharashtra Sahitya Sabha Bhavan, 688, M.G. Road, Indore - 452 007	Ph. No.- 0731-2531805/6, 2435924 Fax No.- 0731- 2432887
15	Jabalpur Zone, Mangalmay Building Opp. Telephone Exchange, 1st Floor, Wright Town Jabalpur - 480 002	Ph. No.- 0761-2480065/67/68 Fax No.- 0761- 2411352
16	Jaipur Zone 6th Floor, Fortune Heights,C- 94 , Main Subhash Marg, Ahinsa Circle, C-Scheme Jaipur - 302 001	Ph. No.- 0141- 2369971, 2379903 / 2379905 Fax No.- 0141- 2379907
17	Jalgaon Zone, Khandesh Mill Shopping Complex, Nehru Chowk, Jalgaon - 425 001	Ph. No.-0257-2233140, 2225030, 2236005
18	Kolhapur Zone, Mahabank Building 517/A/1, Kawala Naka, Kolhapur - 416 001	Ph. No.- 0231-2533412/14/20/25/38
19	Kolkata Zone, 3, N.S. Road, 1st Floor, McLeod House, Kolkata - 700 001	Ph. No.-033-40374904, 40374908 / 40374902 / 40374924
20	Latur Zone, Pushpak Plaza, Ganesh Nagar, AUSA Road, Latur - 413 512	Ph. No.-02382-240158, 240159
21	Lucknow Zone, Plot No 12, Mahanagar North Hsg Co-op Society, Sector - 9, Vikas Nagar, Lucknow (U P) - 226 022	Ph. No.- 0522-2739635, 2739259/60 Fax No.- 0522- 2739176
22	Mumbai Zone, Janamangal, 2nd Floor, 45/47 Mumbai SamacharMarg, Fort, Mumbai - 400 023	Ph. No.-022-22614945, 22663144, 22663451, 22675899, 22661167, 22662670, 22662407 Fax No.-022-22664647
23	Nagpur Zone, Mahabank Building, 172, Abhyankar Road, Dr. Munje Chowk, Sitabuldi, Nagpur - 440 012	Ph. No.- 0712-2543516, 2545020 /1 /8 /9; Fax No.- 0712-2545025
24	Nasik Zone, Griha Nirman Bhavan, Gadkari Chowk, Old Agra Road, Nasik - 422 002	Ph. No.- 0253- 2570827/7479 Fax No.- 0253-2311642
25	Pune City Zone, Yashwantrao Chavan, 1183 / A, F.C. Road, Shivajinagar, Pune - 411 005	Ph. No.- 020-25573402 , 25530860 25521008, 25537111, 25530861/2/3/4/5 Fax No.-020-25510812
26	Pune East Zone, Kesari Wada, 2nd Floor, 568, Narayan Peth, Pune - 411 030	Ph. No.- 020-24514055/44 Fax No.- 020- 24454458
27	Raipur Zone, Chawla Complex, 1st Floor, Sai Nagar, Devendra Nagar, Raipur - 492 001	Ph. No.-0771-2887670, 2887672, 2887673,2887674;
28	Satara Zone, Jeevan Tara, L.I.C. Building, Koregaon Rd, Satara 415 001	Ph. No.- 02162-237460, 233130, 230104, 232906, 233170
29	Solapur Zone,	Ph. No.- 0217-2723870/71/72 Fax No.-



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Bank of Maharashtra

भारत सरकार का उद्यम

एक परिवार एक बैंक

	Plot No. 94, Gaikwad Bldg. Morarji Peth, Solapur Pune Road Solapur - 413 002	0217- 2622820
30	Thane Zone, Mahabank Bhavan, B-37, Wagle Ind. Estate, Thane - 400 604	Ph. No.- 022- 25824808, 25822723, 25823040, 25834596 Fax No.- 022- 25828931

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