

**Bank of Maharashtra 1501, Lokmangal
Shivaji Nagar, Pune-411005**

Request for Proposal (RFP)

For

Empanelment of agencies for “Due Diligence and Verification in Retail Loans”

RFP Reference No. BOM/Retail/DDV/01/2022-23

Date: 01.08.2022

Price of Tender: Rs 5000/- excluding GST (Non- refundable)

(Demand Draft is to be enclosed at the time of submitting the tender)

Issued by:

Bank of Maharashtra
Retail Credit Department
Head office , 1501, Lokmangal , Shivaji Nagar , Pune -5

BID DETAILS IN BRIEF

Sl. No	Description	Details
1.	RFP No. and Date	RFP Reference No. BOM/Retail/DDV/01/2022-23
2.	Brief Description of the RFP	Request for proposal for Empanelment of Due Diligence Agencies for Retail Loans .
3.	Bank's Address for Communication and Submission of Bid	The Dy. General Manager, Retail Credit Head Office, 1501, Head office, 1501, Lokmangal , Shivaji Nagar , Pune -5 Ph: +91 20 25614312,264 Email:- agmretail@mahabank.co.in , retail_credit@mahabank.co.in ,
KEY DATES		
4.	Date of Issue of RFP	01/08/2022
5.	Last Date and time for Submission of Pre Bid Queries (Via E-Mail)	16/08/2022, Time: upto 5:00 PM
6.	Pre Bid Meeting	Date/Time: 22/08/2022 at 5:00 PM Venue: Bank of Maharashtra, H.O., 1501, Head office, 1501, Lokmangal , Shivaji Nagar , Pune -5
7.	Last date & Time of submission of Physical Bids (Technical & Commercial Bid)	26/08/2022, Time: 5:00 PM [Please ensure physical bids reach our office (Col.3) by 5.00 P.M]
8.	Date and time of Opening of Technical Bid	Date/Time: 01/09/2022 at 4:30 PM Venue : Bank of Maharashtra, H.O., 1501, Head office, 1501, Lokmangal , Shivaji Nagar , Pune
9.	Date and time of Technical Presentation & Opening of Commercial Bid [For Bidders qualified in Technical Bid]	Date/Time: 03/09/2022 at 11.30 AM Venue : Bank of Maharashtra, H.O., 1501, Head office, 1501, Lokmangal , Shivaji Nagar , Pune
DOCUMENTS		
10.	No. of Envelopes to be submitted	<u>Envelope 1: (sealed)</u> 1. Application Fee (separate cover) and Technical Bid. 2. Demand Draft of application fee <u>Envelope 2 (sealed):</u> 1. Commercial Bid. <u>Envelope 3 (Master Envelope):</u> 1. Above two envelopes enclosed in a Master Envelope.
11.	Cost of RFP Document/ Application Fees (Non- Refundable)	Rs. 5,000/- Plus 18% GST in the form of DD in favour of BANK OF MAHARASHTRA, payable at Pune (Non-refundable)

Note: 1. This Bid Document is not transferable.
2. This Bid Document is the property of Bank of Maharashtra

Table of Contents

Sr. No.	Topic	Page Number
1.	Disclaimer	5
Section - I		
1.	Bank of Maharashtra	6
2	Introduction	6
3.	Information Provided	6
4.	For Respondent only	6
5.	Bidder obligation to inform itself	6
6.	Evaluation of offer	6
7.	Error and Omissions	7
8.	Acceptance of Terms	7
Section - II		
1.	Existing Setup	7
2.	Requirements	7
Section - III		
1.	Objective	7
2.	Scope of work & delivery of service	7
Section – IV		
1.	Eligibility Criteria for empanelment	11
Section – V		
Terms & conditions for the of agency for Due Diligence Verification reports		
1.	Costs Borne by Bidders	12
2.	Language of Tender	12
3.	Formats of Bids	12
4.	Time frame	12
5.	Submission of Tender	13
6.	Compliance to bank's all terms and conditions	14
7.	Late Tender submission policy	14
8.	Validity of Tender	14
9.	Request for Information	14
10.	Evaluation of Tender	15
11.	Validity of Contract	15
12.	Notification	15
13.	Authorized Signatory	15
14.	Bank of Maharashtra reserves the right to	16
15.	Execution of SLA/NDA	16
16.	Payment and Payment terms	16
17.	Cancellation of Contract	17
18.	No Legal Relationship	17
19.	Disqualification	18
20.	Force Majeure	18
21.	Arbitration	18
22.	Applicable Law and Jurisdiction of Court	18
23.	Indemnity	18
24.	Confidentiality	19
25.	Professionalism	19

26.	Compliance of Applicable Laws	19
27.	Publicity	20
28.	Assignment	20
29.	Amendment	20
30.	Protection of reputation	20
31.	Limitation of Liability	21
32.	Notice Clause	21
33.	Relationship Between Parties	22
34.	Representations and warranties	22
35.	Non-Solicitation of the Employees	22
36.	Sub-Contracting	23
37.	Effect of Termination	23
38.	Non- Disclosure Clause	23
39.	Intellectual Property Rights	23
Annexures		
1.	Annexure - A - Application for Empanelment of Verification	25
2.	Annexure - B - Technical Bid Application	27
3.	Annexure - C - Commercial Bid	33
4.	Annexure - D - Compliance Certificate	34
5.	Annexure - E - Format of Performance Guarantee	35
6.	Annexure - F - Pre Contract Integrity Pact	37
7.	Annexure - G – Non Disclosure Agreement	43
8.	Annexure - H – List of Zonal offices	47

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

Disclaimer

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

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.

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

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

Section- I

1. Bank of Maharashtra

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

In 1969, the nationalization of 14 major banks in the country took place and Bank of Maharashtra was one of these major banks. The Bank marched ahead in the changed scenario and crossed many milestones. The Bank is having pan India presence of more than 2022 branches and 40 Zonal Offices situated across the States/Union Territories of the country.

The Bank is having a Total Business – Rs.3,37,534 Cr. with Gross Advances – Rs.1,35,240 Cr. and Gross Deposits – Rs.2,02,294 Cr. as on 31.03.2022.

2. Introduction

This Request for Proposal document (“**RFP document**” or **RFP**) has been prepared solely for the purpose of enabling Bank of Maharashtra (“Bank”) to empanel an agency for Due Diligence and Verification for our branches in India.

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 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**” / “**Bidders**” or “the **Respondent**”).

5. Bidder Obligation to Inform Itself

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

6. Evaluation of Offers

Each Bidder 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.

7. Errors and Omissions

Each Bidder 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/letter. Contact person details for this are as under:

Name	Mr. P. Karthigeyan
Designation	Asst. General Manager- Retail
Phone	+91 20 25614312
Email	agmretail@mahabank.co.in credit@mahabank.co.in

8. Acceptance of Terms

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

Section- II

1. Existing Setup

Bank of Maharashtra with network of 2022 branches spread all across the country.

2. Requirements

Bank 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 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. 01.10.2022 to 30.09.2025 and the bidder should deliver the service with the following scope

Bank is currently in the process of empanelment of Additional Due Diligence and verification agencies for document verification and as contact point verification (CPV) to strengthen operational control for Retail Loan. The Bank is presently functioning with CPC-Retail credit (CPC-R), Retail Points and Branches for processing of Retail Loans.

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. Activities like field investigation and document verification through Contact Point Verification (CPV) should be verified by internal staff as a part of its own processing and external agency which hired for additional due diligence will assist in faster decision making process.

As per the proposed operating model, CPC-C and CPC-R would be responsible for processing Loan applications for all the branches linked to it. Branches will focus significantly on sourcing the loan proposals. Branches will conduct a basic scrutiny of the applications, inward it into Loan Tracking System and send it to the CPC C/R for further processing. At CPC-C/R, the status of the application will be updated into the Loan Tracking System and will be scrutinized for completeness of application and requisite supporting documents, by the service provider's resource, as per checklist and schemeguidelines provided by the Bank.

After receipt of application at the Branches and CPCs, the Branches will conduct due diligence at its own. As a supporting measure, Due Diligence and Physical Verification agencies are also proposed to be engaged for carrying out various checks as given below. The Due Diligence and Physical Verification agencies will conduct these activities and submit their reports in the stipulated time norms to the CPCs/Branches.

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 bidder.

- 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/ CPC- Retail on time.

Verification Services : The verification service to be provided to the Bank by Verification Agency (Service Provider) includes all activities required for verifications, including but not limited to Residence verification, Residence Phone verification, Business verification, Business Phone verification, verification of income of the proposed borrower for the purpose of verifying the details furnished by the proposed borrower in his application for sanction of loan, provide assistance in taking decision with regard to sanction of loan on the basis of report submitted by the service provider and such other/ further consequential activities to give full effect and meaning to the ambit of the services to be provided which, inter alia, shall also include such direction(s) which BOM may give from time to time over and above the scope of work given below

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, Identity, phone and address document proof given in support of application, as per the directions and details given by the BOM, by:

List of the activities to be carried out by Agencies

S No.	Subject	Items / aspects to be verified
1	Applicant / Co -Applicant / Guarantor	<ul style="list-style-type: none"> a. Residential Address by actually visiting the applicant's residence followed by back-check over phone. b. Phone Number verification. c. Applicant background / profile check, Education Qualifications / Experience. d. Employment / Business Details.
2	Income	<ul style="list-style-type: none"> a. Salary Slip, Form 16, IT returns, etc. b. Bank Statement/Details of Bank account / borrowing etc. c. Source / details of Income.
3	Builder / Seller	<ul style="list-style-type: none"> a. Builder- Antecedents, reputation/Standing/duration in the business, projects completed etc. b. Proposed property Owner / Seller Identity verification. c. Agency shall verify the and confirm Builder /Seller Account Details. d. Proposed Property Verification with Builder & Society verification. (Pre Asset verification)
4	Employer /Business details	<ul style="list-style-type: none"> a. Employment / Business Details confirmation / verification b. Agency shall comment on the antecedents, reputations / standing of the Employer. c. Employment / business Address by actually visiting the applicant's place of business/office followed by back-check over phone.

Verification Report: Verification Agency should submit duly signed verification report on the above to the Bank as per the formats prescribed in that behalf by the Bank. The Agency should also send the report electronically in the encrypted format when made available by the Bank. It should also submit daily MIS containing number of cases received, no of cases submitted to BOM in respective Zonal Offices, and number of cases pending.

Applicability: The scheme will be applicable to all Retail loans above Rs.10000/- including Home Loans, Mortgage based loans, Auto Loans, and all other Retail loans (including Personal Loans and Education Loans) and for all rural/semi-urban/urban/metro centers.

Turn Around Time (TAT): Verification Agency should submit all the reports covered under their scope of services, within 48 hours from the time of receipt of the case from the Bank. However, for income verification of the applicants in rural/semi-urban areas, an additional 24 hours may be allowed. 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 48 hours, the Verification Agency would be charged penalty at the rate of 25% of the fees payable per day of delay per case.

Penalty for Wrong/ incorrect reporting: For each wrong submission, the due diligence agency shall be charged penalty at the rate of 25% of the loan outstanding. The decision for such recovery will be taken by Zonal Manager of respective Zone. The due diligence agency entrusted with the work should indemnify BOM and its employees against any claims, losses, expenses suffered by it on account of any breach of wrong/incorrect verification report, fraud, negligence, omissions committed by the Verification Agency, its employees, officers, agents. due diligence agency agrees that it shall be liable both for civil and criminal action if the particulars/information/data provided by it is incorrect or partly correct.

Bank Guarantee: Verification Agency should furnish a Performance Bank Guarantee of Rs. 5.00 Lac for minimum 3 months at the time of applying for empanelment from a scheduled commercial Bank other than BOM in the format as mentioned in the Agreement at annexure E which should be extended for agreement tenure by successful applicant. In the event of failure to submit the Bank guarantee by the applicants, they are debarred from participating. Performance Bank Guarantee will be returned back to non-selected applicant.

Wherever a new branch is opened in the Zone, the verification agencies operating in the geographical area of the respective branch, will provide its services to the said branch.

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

Correctness and Authenticity of the report: Verification Agency should submit true and correct particulars on the field verified. Verification 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. "Only unconditional reports would be accepted."

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 and verification reports

- a. Agencies must be empaneled with at-least one scheduled commercial bank and/or at least one Public Sector Bank.
- b. The due diligence agency can be a national agency/zonal level due diligence agency as a corporate entity or a reputed/registered firm.
- c. The applicant should not have been black listed by any State Government, Central Government, Reserve Bank of India, IBA, SEBI, any Bank or any Regulatory body/ authority, Government Dept., or any other Public Sector undertaking or a Corporation. An undertaking to this effect should be submitted by the applicant on its letter head.
- d. The parties/firms de-empaneled by our Bank or by any other Bank /Financial Institutions will not be considered for empanelment with our Bank.
- e. The agencies should have an experience of 2 year or more in this activity.
- f. The due diligence agency should be able to undertake all activities from the proposed list of activities.
- g. The reports provided by the due diligence agency should be in Industry Standard formats or in the formats specified by the Bank. Specimen formats presently used by the due diligence agency for each of the specified activities have to be provided with the application.
- h. Each of these due diligence agency should commit to the turnaround time (TAT) for each activity prescribed by the Bank.
- i. The proposed due diligence agency should be able to procure all the required licenses/ permissions onhis own.
- j. The agency should have sufficient infrastructure, robust systems & procedures, and adequate human resources to provide the services required.

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. P. Karthigeyan
Designation	Asst. General Manager- Retail
Phone	+91 20 25614312
Email	agmretail@mahabank.co.in & retail_credit@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) and the Bidder.

1. Costs Borne by Bidders

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

2. 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.

3. 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.

4. Time Frame

The following is an indicative timeframe for the overall empanelment process. Bank 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 Bidders during the process.

Tender Issuance Date : 01.08.2022

Pre-Bid Meeting : At our Head Office, 1501,
Lokmangal ,Shivajinagar, Pune- 411005

Last Date for Submission Of Bids : 26.08.2022 up to 5.00 PM

Bid Opening

Technical Bid : 01/09/2022 at 04.30 PM

Commercial Bid : 03/09/2022 at 11.30 PM

5. Submission of Tender

Bidders meeting the eligibility criteria mentioned in section iv, para 1 above alone shall apply.

Bidder should submit their Technical and Financial Bid as per format given in annexure, which shall be submitted as detailed below:

Envelope – 1: Technical Bid: The Envelope should be superscribed as “Technical Bid for Empanelment of Verification Agency” and should contain the following documents:

- a. Covering letter in the format given at **Annexure A**,
- b. Information about applicant as per the format given at **Annexure B & D**
- c. Documents to verify fulfillment of mandatory eligibility criteria.
- d. Application amount and Performance Bank Guarantee of Rs. 5.00 Lac for minimum 3 years as per **Annexure E**
- e. Copy of RFP duly signed with full signature and date by the Authorized Signatory of the Applicant acknowledging the Terms & conditions thereof on each page of RFP and its annexures.
- f. Demand draft of application fee. be enclosed in a separate cover marked “Application fee”.
- g. Stamped (stamp duty as per the State Law) Integrity Pact as per as per **Annexure F**
- h. Stamped Non-Disclosure Agreement as per **Annexure G**
- i. Bidders can depute their representatives to attend the bid opening. The representative has to submit an authority letter in their letter head.

Envelope – 2: Financial bid (as per format given at Annexure- C): The envelope containing the financial bid should be superscribed as “Financial Bid for Empanelment of Verification Agency,

Master Envelope: Both the above sealed envelopes should again be placed in the sealed Master envelope, superscribed as “Proposal for Empanelment of Verification Agency, BOM –Retail /RFP dated 01 August 2022.”

Applicants should write their correspondence address, Contact numbers & e-mail ids on the face of **Master Envelope**.

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.

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

The Envelope containing the duly completed Bids, as stipulated above, should reach to the Dy General Manager Retail Credit, Bank, 1501, Lokmangal, Head Office, Retail Department, 3rd Floor, Shivaji Nagar Pune - 411001 **on or before 26.08.2022 by 1700 hrs**. The Bank will not be responsible for late receipt due to postal delay or any other reason/s. Bids received after the time and date stipulated above shall summarily be rejected without giving any notice in this behalf. All pages of the Bid documents, including the documents/certificates etc. submitted by the Applicant along with the Bid must be duly signed and attested by the Authorized Person of the Applicant.

6. Compliance to bank's all terms and conditions

Bidder has to submit a letter of Undertaking on their letter head 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.

7. 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.

8. 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.

9. 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- Retail**

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

Bank will not answer any communication initiated by Bidder later than five business days prior to the due date for lodgment of tender. However, Bank 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 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.

10. 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. Bank can empanel one or more agencies for this purpose for different geographical locations/division of work at its sole discretion.

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 verification service and has to render the verification 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.

11. Validity of Contract

The empanelment of the selected bidder will be valid for three years (i.e. from 1st October 2022 to 31st September 2025) as an approved agency for due diligence and verification reports and reviewed every year for satisfactory performance.

12. Notification

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

13. Authorized Signatory

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

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

14. Bank 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.
- Empanel one or more agencies for this purpose
- 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.

15. Execution of SLA/NDA.

Bank shall execute with successful bidder 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 successful bidder should execute the SLA and NDA within 15 days from the date of acceptance of Letter of Appointment.

16. Payment and Payment Terms:

In consideration of the bidder 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 approved due diligence agency the fees as agreed. The due diligence agency shall raise monthly invoices to the respective Branches. It is agreed that the Branches of the Bank shall make payments after deducting the applicable taxes. All the payments to the due diligence agency shall be subject to the performance of the Services to the satisfaction of Bank or its representative office. There will not be any upfront/advance payment.

If the due diligence agency fails to deliver or perform the services within stipulated time schedule as decided in SLA. Bank 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 due diligence agency as penalty. Bank 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 due diligence agency 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 shall be liable to the successful Bidder 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 shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful bidder or any other person engaged by the successful bidder in the course of performance of the Service.

Any payments made to and received by authorized successful bidder personnel shall be considered as a full discharge of Bank's obligations for payment under this contract.

The Successful bidder 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 bidder 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 bidder.

17. Cancellation of contract

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

- 1) The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- 2) The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. **The bidder**
 - (i) has a winding up order made against it; or
 - (ii) has a receiver appointed over all or substantial assets; or
 - (iii) is or becomes unable to pay its debts as they become due; or
 - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
 - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved
- 3) The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4) The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

18. No Legal Relationship

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

19. Disqualification

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

20. Force Majeure

Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted due to circumstances beyond its reasonable control, including but not limited to fire, flood, explosion, epidemic, pandemic, acts of government, or any other occurrence of this kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other immediately a written notice as soon as reasonably possible (within 7 days) on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

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

21. Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

22. Applicable Law and Jurisdiction of Court

The Contract with the empanelled 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)**

23. Indemnity

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

- i) an act or omission of Bidder, its employees, its agents, consultants etc. in the performance of the services provided by this Agreement;
- ii) breach of any of the terms of this Agreement or breach of any representation or warranty by Bidder;
- iii) Bidder shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior

or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;

- iv) This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its employees and/or regulatory authorities.

24. Confidentiality:

Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Bank, (Disclosing Party) or of any employee not limited to medical history, clinical findings, test/ investigation reports, medical reports, treatment undergoing, discussions with medical practitioner and where the release of that Confidential Information could reasonably be expected to cause harm to the Bank and/ or its employees.

Bidder (Receiving Party) Information which the Bidder has obtained, except as authorized by the Bank. However, BIDDER can provide information of employee’s medical record, if desired by the Bank. This obligation will survive indefinitely agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential upon termination of this RFP.

All written and oral information and material disclosed or provided by the Bank and/or its employees to Bidder under this RFP is Confidential Information regardless of whether it was provided before or after the date of this RFP or how it was provided to Bidder.

For purposes of this Agreement, “Confidential Information” excludes any such information which (i) is known to the public; (ii) is lawfully acquired by the receiving Party; (iii) was known to the receiving Party without breach hereof; (iv) was or is independently developed by the receiving Party; or (v) is required to be disclosed by Governmental or Judicial order, in which case the Party so required shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the other Party seek a protective order or other appropriate remedy.

Confidentiality Obligation shall survive forever.

25. Professionalism:

The bidder 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.

26. Compliance of Applicable Laws:

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

31. Limitation of Liability:

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

- i) "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.
- ii) "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.
- iii) Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.
- iv) Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- v) It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

32. Notice Clause:

"All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

<i>Disclosing Party- Bank</i>	<i>Receiving Party : Bidder</i>
<i>Representative name: P. Karthigeyan</i>	<i>Representative name:</i>
<i>Address: Bank of Maharashtra, Retail Credit Department, Head office , 1501, Lokmangal, Shivaji Nagar , Pune -5</i>	<i>Address:</i>
<i>Email: agmretail@mahabank.co.in</i>	<i>Email:</i>
<i>Phone number : 020-25614264,312</i>	<i>Phone number:</i>

33. Relationship Between Parties

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

34. Representations and warranties

1. Bidder warrant and represent that:

- (a) It has full power and authority to enter into this Agreement;
- (b) It shall be responsible for its corporate and personnel taxes if any, and shall indemnify and hold harmless Bank for any liability in this connection;
- (c) It has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the services as desired by the Bank.
- (d) Its execution of this Agreement and its performance of its obligations hereunder will not conflict with, cause a default under, or constitute a breach of any agreement with a third party;
- (e) It shall ensure compliance of all applicable laws and regulations in the performance of the Services under this Agreement;

2. In rendering the services to the Bank, Bidder warrants that:

- i. It shall observe the best service quality standards and ensure that it renders its obligations to the satisfaction of the Bank.
- ii. It shall meet the various deadlines and standards as mutually agreed
- iii. It shall discuss and review its progress, as and when required by the Bank.
- iv. It shall maintain utmost confidentiality of the Confidential Information

35. Non- Solicitation of the Employees:

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement during the period of the Agreement and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of this Agreement and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

36. Sub-contracting:

The Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the Bank.

37. Effect of Termination

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

38. Non – Disclosure Clause:

The Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

- To use the Information only as needed for the purpose solely related to this Project;
- Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.
- The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Bank.
- Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access.

39. Intellectual Property Rights:

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product

do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

(In the letterhead of applicant)

M/S _____

Address: _____

Tele No.(s) _____

Mobile No. _____

E-Mail: _____

Date:

General Manager
Retail & MSME
1501, Lokmangal ,
Head Office,
Bank of Maharashtra
Pune -411005

Madam/Dear Sir,

APPLICATION FOR EMPANELMENT OF VERIFICATION AGENCY

Please refer to your advertisement dated in newspaper for the empanelment of verification agency and the RFP published on the Bank's website for the said empanelment.

2. We enclose in Annexure "A", "B", "C", "D", "E" & "F" duly **SIGNED & SEALED** by the authorized signatory of our firm/company along with all the required testimonials. We hereby undertake and confirm that the details submitted are true and correct. We further undertake to produce, on demand, the "ORIGINALS" of the enclosed testimonials/papers/documents and assist the Bank authorities for the purpose of the empanelment.

3. We have read, understand, and accept the terms and conditions mentioned in the RFP and offer to extend the Verification Services to the Bank as per the aforesaid terms and conditions in the RFP. We confirm, declare and undertake that:

- a) We have not made any misleading or false representations in the forms, statements and attachmentssubmitted.
- b) Our bid is unconditional.
- c) We are not declared as insolvent, or any insolvency petition is pending against us in any Court.
- d) No criminal proceedings is pending or has ended up in conviction against us, including our directors/promoters/partners, in Court.
- e) We are not blacklisted or included in negative list by Central Government, any State Government, Reserve Bank of India, IBA, SEBI, any Regulatory body/ authority, Government Dept., Public Sectorbank/Undertakings or a Corporation during the last 3 years.

4. We understand and agree as under:
- a) That the Bank at its sole discretion and determination may add any other relevant criteria for evaluating the proposals received in response to this RFP and the Bank has the right to accept or reject any or all applications submitted in response to the RFP document at any stage without assigning any reason thereof.
 - b) That in the event we are selected for empanelment, we have to match the lowest rate quoted amongst all applicants for each activity covered under the verification service and we have to render the verification service on allotment of the work at the aforesaid lowest rate. That the aforesaid lowest rates shall remain fixed during the entire period of empanelment and shall not be subject to variation on any account. That in case we do not match the rate as aforesaid, we will not be considered for empanelment.
 - c) That in the event we are empaneled, we will execute an agreement with the Bank setting forth the terms and conditions for our engagement for carrying out the work allotted to us and shall render the verification service as per the terms and conditions in the Agreement. Until the formal agreement as above is executed, this offer, together with the Bank's written acceptance and the work order issued to carry out the verification service shall constitute a binding contract on us.
5. We clearly understand and agree that mere submission of application and Bid does not guarantee use of empanelment and the Bank's decision in this regard will be final and binding on us.
6. We enclose along with bids a duly signed hard copy of the RFP document.

Yours faithfully,

(Authorized Signatory) (Seal

of Firm / Company) Date:

Place:

(Letter of authorizations, on applicant's letterhead, in favor of person signing and submitting the applications and the Bids must be enclosed)

ANNEXURE B – 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	<p>Name of Authorized person apply (Authorized on letter head by respective owner / board of directors)</p> <p>Designation:</p> <p>Address:</p> <p>Telephone No.:</p> <p>Mobile No.:</p> <p>Email Id:</p>				
7	<p>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)</p> <p>I. Client I</p> <p>II. Client II</p> <p>IV.</p> <p>V.</p>				

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 to each office and branch e) Staff structure at office and branches				

	f) No. of field verifiers and supervisors at each office and Branch				
11	<p>Furnish information about systems and procedures in place</p> <ul style="list-style-type: none"> 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:				
	PAN INDIA				
	States (Name of states)				
	Metro cities / district (Name of district)				
	Few selected centers other than mentioned				

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

(Signatures)

Name & Designation

(Signatures)

Name & Designation

Enclosures:

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

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 31.03.2022)	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)	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 (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 & Pune, Hyderabad		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	10	

	clients- should be verifiable through Data/MIS agency or existing Banking Client) /		
	Less Than 24 hours		10
	Between 24 hours upto 48 hours		8
	More Than 48 hours		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 e. Availability of integration of system	10	
	Availability of all five 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.

ANNEXURE C – Commercial Bid

(on Companies Letter Head)

Commercial: Rate Contract

No	Verification activity (as per scope of work mentioned in the RFP)	Cost in INR (Per Verification)	
		City limits	Outside City limits
1.	Residence Address Verification		
2.	Employer / Business Address verification		
3.	Business Phone Verification		
4.	Residence Phone Verification		
5.	Income Verification of ITR/Form 16 per assessment year per case		
6.	Salary Slip verification		
7.	Bank Statement / Bank Account Verification		
8.	Employment confirmation / Business details verification		
9.	Proposed Property with Builder / Society verification		
10.	Builder /Owner / Seller identity verification including Account details		

The rates quoted above are inclusive of all taxes / levies including GST. All expenses pertaining to verification would be borne by the applicant.

(Authorized Signatory)

(Seal of Firm / Company)

Place :

Date

ANNEXURE D– Compliance – 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 annexures, 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 due diligence agency 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:

Email

Place

Date:

ANNEXURE – E : FORMAT OF PERFORMANCE BANK GUARANTEE

This guarantee is made on this _____ day of _____ by _____, having its Registered / Head office at _____ and among others a branch office at _____ (hereinafter referred to as the “**Bank**”, which expression shall, unless repugnant to the context thereof, mean and includes its affiliates and their successors and permitted assigns) in favour of **Bank of Maharashtra**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at “Lokmangal”, 1501, Shivajinagar, Pune – 411005

WHEREAS _____, incorporated under _____ Act _____ having its registered office at _____

And principal place of business at _____ (hereinafter referred to as “**Service Provider**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to provide the services of (hereinafter “Services”) to BOM in accordance with the agreement dated _____ (hereinafter referred to as “Agreement”) executed between the BOM and the Service Provider.

WHEREAS, BOM has agreed to avail the Services from the Service Provider for a period of three years.

WHEREAS, in accordance with terms and conditions of the Agreement, Service Provider is required to furnish a Bank Guarantee for a sum of **Rs.500000/- (Rupees Five Lakh only)** for due performance of the obligations of the Service Provider in providing the Services, in accordance with the Agreement guaranteeing payment of the said amount of **Rs. 500000 / (Rupees Five Lakh only)** to BOM, if Service Provider fails to fulfill its obligations as agreed in the Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of three years and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the Agreement, BOM shall be entitled to invoke the Guarantee.

AND WHEREAS, the Bank, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. 500000/- (Rupees Five Lakh only).

NOW THIS GUARANTEE WITNESSETH THAT

1. (a) In consideration of BOM having agreed to entrust the Service Provider for rendering Services as mentioned in the Agreement, we the Bank hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the Agreement, we (the Bank) shall on demand(s), from

time to time from BOM, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and BOM, pay BOM forthwith the sums so demanded by BOM in each of the demands, subject to a cumulative maximum amount of **Rs. 500000/- (Rupees Five Lakh only)**.

2. (b) Any notice / communication / demand from BOM to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Bank and shall not be questioned by the Bank in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Bank without any delay.

3. WE (BANK), HEREBY FURTHER AGREE & DECLARE THAT:

- (a) Any neglect or forbearance on the part of BOM to Service Provider or any indulgence of any kind shown by BOM to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (b) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Bank, notwithstanding any Guarantee or Security now or hereinafter held by BOM at its discretion.
- (c) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Bank or by merger or amalgamation or any change in the Constitution or name of the Bank.
- (d) The guarantee shall not be affected by any change in the constitution of BOM or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (e) This guarantee shall be a continuing guarantee during its validity period and the BOM can make its claim in one or more events within the total liability of the Bank mentioned herein.
- (f) Notwithstanding anything contained herein above:
 - (i) The Bank's overall liability under this Bank Guarantee shall not exceed **Rs. 500000/- (Rupees Five Lakh only)**;
 - (ii) This Bank Guarantee shall be valid upto _____ .
 - (iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if BOM serves the Bank claim or demand on or before
- (g) The guarantor, under its constitution, has powers to give this guarantee and Shri (signatories) Official(s) / Manager(s) of the Bank who has / have signed this guarantee has / have powers / authority to do so.

IN WITNESS WHEREOF the Bank has caused these presents to be signed at the place and on the date, month and year first hereinabove written through its duly authorized official.

(Signed and delivered)

Annexure F

Pre Contract Integrity Pact

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2022, between on one hand, Bank of Maharashtra through authorized official Shri _____, General Manager, Retail Credit Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 15.1, 'Lokmangal' Shivajinagar Pune – 411005, (hereinafter called the "Bank", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part

AND

M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to empanel (due diligence agency) and the BIDDER is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

Commitments of the BANK:

- 1.1. *The BANK undertakes that no officials of the BANK, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for*

themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

- 1.2. *The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.*
- 1.3. *All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.*
2. *In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.*

COMMITMENTS of BIDDERS

2. *The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -*
- 3.1. *The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.*
- 3.2. *The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.*
- 3.3. *BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.*
- 3.4. *BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.*
- 3.5. *The BIDDER further confirms and declares to the BANK that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company*

whether Indian or foreign to intercede, facilitate or in any way to recommend to the BANK or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

- 3.6. *The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.*
- 3.7. *The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.*
- 3.8. *The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.*
- 3.9. *The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BANK as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.*
- 3.10. *The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.*
- 3.11. *The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.*
- 3.12. *If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.*

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

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

4. Previous Transgression

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

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

5. Sanctions for Violations:

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

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

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

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

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

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

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

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

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

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

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

6. Fail Clause:

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

7. Independent Monitors:

- 7.1. The BANK has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 7.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.
- 7.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 7.7. The BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8. The Monitor will submit a written report to the designated Authority of BANK/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BANK/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of an provisions of this act or payment of commission the BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide

necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

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

10. Other Legal Actions:

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

11. Validity:

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

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

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

BANK

Name of the Officer
Designation

Retail Credit Department
Bank of Maharashtra
(Office Seal)

Place _____

Date _____

BIDDER

Chief Executive Officer
(Office Seal)

Witness:

1 _____
(Name & Address): _____

2 _____
(Name & Address): _____

Witness:

1 _____
(Name & Address): _____

2 _____
Name & Address): _____"

NON DISCLOSURE AGREEMENT

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this__day of____2021 at _(Place)_____

BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune – 411005, (hereinafter referred to as "Bank/Disclosing Party" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the FIRST PART and (Name of System Integrator) of (please specify the registered office of the (Receiving Party) (hereinafter called "the Bidder/ Receiving Party" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The bidder and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids as per RFP Reference No. BOM/Retail/DDV/01/2022-23, M/s _____ after going through the Bid Documents and being interested to act as consultant as per BOM/Retail/DDV/01/2022-23 , has submitted its Bid.

WHEREAS, the bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the System Integrator in their Request for Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;*
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;*
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and*
- (iv) treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement.*

Confidential Information does not include information which:

- 1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;*
- 2. is the public domain*
- I. is received from a third party not subject to the obligation of confidentiality with respect to such information*

II. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the bidder's personnel to be present on premises of Bank or may require the bidder's personnel to have access to computer networks or databases or information of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the bidder's personnel under such circumstances and to provide notice to the bidder's of the confidentiality of all such information. Therefore, the bidder agrees and undertakes that any technical or business or other information of Bank that the bidder's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

Governing Law: *The provisions of this Agreement shall be governed by the laws of India and the competent court at Pune shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.*

Damages: *The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same*

Resolution of Disputes: *All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration*

shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

Return of information: Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

Waiver Clause : The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

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

Notice Clause: All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

Disclosing Party	Receiving Party
Representative name:	Representative name:
Address:	Address:
Email:	Email:
Phone number:	Phone number:

The provisions hereunder shall survive termination of the Contract.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written

For and on behalf of ----- Ltd.	For and on behalf of Bank of Maharashtra
() (Designation)	() (Designation)

ANNEXURE H – List of Zonal Offices

Sr No	Zone	Address
1	AHMEDABAD	MAVLANKAR HAVELI ,VASANT CHOWK BHADRA AHMEDABAD ,AHMEDABAD ,380001
2	AHMEDNAGAR	GURUKUL 2ND FLR ,LAL TAKI RD AHMEDNAGAR ,AHMEDNAGAR ,414003
3	AKOLA	Bank of Maharashtra Regional Office ,ARTHMANGAL ,SATAV CHOWK, OAK MARG, JATHARPETH ,AKOLA ,444005
4	AMRAVATI	OPP. ATULMANGAL KARYALAYA ,LAHANUJI NAGAR ,AMRAVATI ,444606
5	AURANGABAD	MAHABANK BHAVAN C-3 N-1 TOWN CENTRE ,CIDCO AURANGABAD ,AURANGABAD ,431003
6	BANGALORE	15 POLICE STATION road ,STATION RD BASAVANGUDI BANGALORE ,BENGALURU ,560004
7	BHOPAL	1/14 PRASHASANIK ZONE ,ARERA HILLS JAIL RD BHOPAL ,BHOPAL ,462011
8	CHANDIGARH	Bank of Maharashtra, Chandigarh Zonal Office, S.C.O. 120-122, Sector-17 C, Chandigarh– Pin: 160017.
9	CHANDRAPUR	“Udyog Bhavan”, Ground Floor, Opposite District Court, Station Road, Chandrapur, Maharashtra – Pin: 442401
10	CHENNAI	04 SIVAGNANAM RD ,T NAGAR CHENNAI ,CHENNAI ,600017
11	DELHI	3rd Floor, ,NBCC Tower, ,15 Bhikaji Cama Place, New Delhi ,110066
12	GOA	DATTA PRASAD BUILDING ,FIRST FLR M.G. RD PANAJI GOA ,PANAJI GOA ,403001
13	HYDERABAD	4-3-448 to 460&465to468 ,Vinoothna Pitties Majesty ,Gopal Bagh 2nd Floor Near BANK STREET ,500001
14	INDORE	MAHARASHTRA SAHITYASABHA BHAVAN ,688M G RD INDORE ,INDORE ,452007
15	JABALPUR	MAGALMAY BLDG 1STFLR ,OPP TELEPHONE EX 1STFLR WRIGHT TOWN ,JABALPUR ,480002
16	JAIPUR	6th FORTUNE HEIGHTS, C-94 ,NEAR AHINSHA CIRCLE, C-SCHEME, ,JAIPUR ,302001
17	JALGAON	BLDG NO 7 1ST FLR KHANDESH MILL ,P.B NO 88 NEHRU CHOWK JALGAON ,JALGAON ,425001
18	KOLHAPUR	MAHABANK BLDG S N 517/1-L PLOT NO 7 ,KAVALA NAKA KOLHAPUR ,KOLHAPUR ,416001
19	KOLKATA	1ST FLOOR, MCLEOD HOUSE ,3 N. S. ROAD ,KOLKATA ,700001
20	LATUR	PUSHPAK PLAZA ,GANESH NAGAR, AUSA ROAD, ,LATUR ,413531
21	LUCKNOW	1st Floor, Off. Uttar Pradesh State Sugar Corporation Limited, Vipin Khand, Gomti Nagar, Lucknow Dist.-Lucknow, Uttar Pradesh-226010
22	MUMBAI CITY	JANAMANGAL 2NDFLR ,45/47 MUMBAI SAMACHAR MARG FORT MUMBAI ,MUMBAI ,400023

23	NAGPUR	MAHABANK BLDG ,ABHYANKAR RD SITABULDI NAGPUR ,NAGPUR ,440012
24	NASIK	GRUHA NIRMAN BHAVAN ,GADKARI CHOWK OLD AGRA RDPOST BOX 140 ,NASIK ,422002
25	NAVI MUMBAI ZONE	CIDCO Old Admin Building, P-17, Sector- 1, Vashi, Navi Mumbai,Pin-400703
26	PUNE CITY	YASHOMANGAL 1183--A ,SHIVAJINAGAR F.C. ROAD ,PUNE ,411005
27	PUNE EAST	“Janamangal Building”, 2nd Floor, S. No. 7A/2, Opposite Kirloskar Pneumatic Co. Ltd, Hadapsar Industrial Estate, Pune, Maharashtra – Pin: 411013
28	PUNE WEST ZONE	1st Floor,Janmangal, Old Mumbai Pune Highway Morewadi, Pimpri,Pune,Pin-411018
29	RAIPUR	CHAWLA COMPLEX ,SAI NAGAR RAIPUR ,RAIPUR ,492001
30	SATARA	JEEVAN TARA L.I.C. RO BLDG ,OPP COLLECTOR OFF KOREGAON RD SATARA ,SATARA ,415001
31	SOLAPUR	PLOT NO 94 GAIKWAD BUILDING ,MORARJI PETH SOLAPUR PUNE RD SOLAPUR ,SOLAPUR ,413002
32	THANE	MAHABANK BHAVAN, B 37, NEAR OLD PASSPORT OFFICE, ,WAGLE IND ESTATE THANE ,THANE - WEST ,400604
33	MUMBAI SUBURB ZONE	Plot No 632, Yashomangal, Gandhinagar, Bandra East Mumbai - 400 051
34	SURAT ZONE	1st floor, Milestone Fiesta, Near Madhuvan Circle, L P Savani Road, Adajan Surat, Gujarat-395009
35	PATNA ZONE	2nd floor NP tower, Main road, Near colony More, Kankarbagh Patna-800020
36	NOIDA ZONE	“Joy Tower”, C-20, 2nd Floor, 1/1A, C-Block, Phase-2 Industrial Area, Sector-62, Noida, Gautam Buddha Nagar, Uttar Pradesh– Pin: 201301
37	MALEGAON ZONE	Sanchar Sadan, 2nd floor, BSNL building, S.No.305/2, Sanchar Sadan, 60ft Road, Malegaon Camp, Malegaon Dist-Nasik 423203
38	VIJAYAWADA ZONE	1st Floor, Infinity Plaza, D No.59A-21-7/3, High school Road, Patamata, Vijayawada, Dist.-Krishna, Andhra Pradesh-520007
39	BHUBANESWAR ZONE	1st Floor, Door Sanchar Bhavan, Unit-IX, Near Rupali Square, Saheed Nagar, Bhubaneswar, Dist.-Khurda, Odisha-751022
40	ERNAKULAM ZONE	2nd floor, G K Arcade, Bypass junction, Palarivattom, Vennala, Ernakulam-682028
41	GUWAHATI ZONE	D C Complex, S S Road, Lakhtokia, Guwahati, Dist.- Kamrup Metropolitan, Assam- 781001
42	LUDHIANA ZONE	B-XXII-2566, 2566/1, Dasmesh Nagar, Gill Road, Ludhiana, Dist.- Ludhiana, Punjab-141003