

Bank of Maharashtra

Expression of Interest (EOI)

FOR

**Appointment of Information Technology (IT)
Advisor/Consultant for Implementation of
various IT Projects**

EOI REFERENCE # 092019

**Head Office, 'LOKMANGAL'
1501, Shivaji Nagar, Pune – 411 005**

Cost of EOI Document: Rs. 5,900/-



Table of Contents

1. Important Dates & Information regarding Bid.....	4
2. Organization Background	5
3. Scope of Work	5
4. Appointment Type.....	5
5. Pre Bid Meeting	6
6. Eligibility Criteria for short listing	6
7. How to apply	7
8. Other Terms & Conditions:	7
9. Adoption of Integrity Pact.....	8
ANNEXURE - I	10
ANNEXURE - II	11
ANNEXURE - III	12
ANNEXURE - IV.....	13
ANNEXURE – V	16



Invitation for Expression of Interest

Bank of Maharashtra invites Expression of Interest (EOI) for appointment of Information Technology Advisor/Consultant for assisting bank in implementation of various IT projects from **individual professionals/bidders** satisfying the eligibility criteria set out in section 6 of this document.

A complete set of EOI document may be purchased by interested individual professionals/bidders on payment of a nonrefundable fee of Rs.5,900/- (Rupees Five Thousand Nine Hundred Only) which is inclusive of GST by Demand Draft / Banker's Cheque in favour of Bank of Maharashtra, payable at Pune.

The copy of EOI document may be obtained from below mentioned address on all working days in person as per mentioned schedule.

*Information Technology Department,
Bank of Maharashtra,
3rd Floor, Head Office,
"Lokmangal", 1501,
Shivajinagar, Pune 411 005.*

The EOI document may also be downloaded from Bank's website **<https://www.bankofmaharashtra.in>**. The bidder downloading the EOI document from Bank's website must pay the cost of the EOI document in a separate cover, at the time of submission of the bids. In case the bidder wants to attend the Pre-Bid Meeting, the cost of EOI document has to be paid before the beginning of Pre-Bid Meeting. Reply to the queries would be sent only to those bidders who purchase the EOI document.

The Bids will be opened in the presence of the bidders, who choose to attend the opening of bid on the below specified date, time and place.

Place: Pune

**General Manager
Information Technology**



1. Important Dates & Information regarding Bid

Particulars	Details
EOI Reference Number	092019
Title	Expression of Interest (EOI) for Appointment of Information Technology Advisor/Consultant for implementation of various IT Projects.
Cost of EOI Document	Rs.5,900/- (Rupees Five Thousand Nine Hundred Only) inclusive of GST.
Date of Publishing the EOI on Bank's Website	19.06.2019
Last Date for submission of Pre-Bid Query	24.06.2019 14:00 Hours
Pre-Bid meeting	24.06.2019 16:00 Hours
Last Date and Time for Bid Submission	29.06.2019 14:00 Hours
Date and Time of Opening of Bids	29.06.2019 16:00 Hours
Place of submission & Opening of Bids	Information Technology Department, Bank of Maharashtra, Head Office, 1501, 'Lokmangal', Shivajinagar, Pune-411005
Address for Communication	As Above
Contact Numbers	020 – 25614379 020 – 25614425
Email address (For any correspondence related to this EOI)	aqmitd@mahabank.co.in vijay.bhatkar@mahabank.co.in prasad.thakur@mahabank.co.in
Website	https://www.bankofmaharashtra.in

2. Organization Background

Bank of Maharashtra (hereafter referred as 'the Bank') is a nationalized Bank serving the nation for over 84 years. The Bank has over 1833 branches and various Zonal/corporate offices across the length and breadth of the country. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office. The Head Office of the Bank is at Lokmangal, 1501, Shivajinagar, Pune – 411005. The Bank has also set up specialized branch offices to cater to the needs of SMEs, Corporates, Agriculturists and importers & exporters.

The bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Banc-assurance business, mutual funds and other services like DEMAT, lockers and merchant banking etc.

3. Scope of Work

The purpose of this Expression of Interest (EOI) is solely for appointing individual IT Advisor/Consultant for Implementation of various IT projects envisaged by the Bank. The brief scope of work for this appointment is as under;

- i. Providing project specific strategy and guidance starting from concept formation, planning, procurement, and implementation
- ii. Project cost optimization.
- iii. Guide and advice the Bank on suitable business models on major IT projects to be implemented from time to time.
- iv. Guide the Bank from the perspective of Information/Cyber Security in various existing and new projects
- v. Provide advice in the best interest of the Bank and be available to the Bank on a need and request basis.
- vi. Selection of alternative technology platforms.
- vii. Any other IT related matter as required by Top Management of the Bank.
- viii. To help bank in negotiating with OEMs like IBM, Oracle, Microsoft etc.,

4. Appointment Type

The appointment of the IT Advisor/Consultant will be on Remote Project Director basis i.e. as and when bank needs a specific direction in a critical project. The assignment would be on per project basis.

5. Pre Bid Meeting

For clarification of doubts of the bidders on issues related to this EOI, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated above.

For any clarification with respect to this EOI, the bidder may send an email to the email-ids as indicated in the EOI by last date of submission of queries as defined in this document. The format to be used for seeking clarification is mentioned in Annexure-II (Pre-bid Query Format). It may be noted that all queries, clarifications, questions etc., relating to this EOI, technical or otherwise, must be in writing only and should be sent to the email-ids as stated earlier.

6. Eligibility Criteria for short listing

For the above mentioned scope of work, the Bank desires to engage the services of individual Advisor/Consultant who possess the requisite experience and knowledge in the relevant areas. For the purpose, eligibility criteria defined as under:-

Educational Qualification:

Minimum Qualification: M.Sc./ M.E./M. Tech. or equivalent qualification from a recognized University/ Institution.

Experience:

- i. Minimum 20 years' IT experience in Banking, preferably with IT infrastructure/software development background.
- ii. Out of above minimum 10 years must be in senior executive level position in Banking-IT related areas/projects involving IT Policy, IT Strategy, Enterprise and Technology Architecture planning and Applications/Financial Information Systems/ Cyber Security Technologies/ Payment Technologies, etc.
- iii. Should have served as Chief Technology Officer (CTO) / (Chief Information Officer (CIO) or equivalent in any Public Sector Bank.



7. How to apply

Individual Professionals/ Consultants fulfilling the above criteria may submit their Expression of Interest (EOI), along with the requisite documents/testimonials, for being considered as Consultant for Implementation of IT Projects of the Bank. EOI shall be submitted through a closed envelope so as to reach latest by 29.06.2019 upto 14:00 hrs in person to the following address:

The Deputy General Manager,
Information Technology,
Head Office,
Bank of Maharashtra,
1501, Lokmangal, Shivajinagar
Pune-411005

The Interested individual Professionals/Consultants/bidders should submit their responses along with a duly filled copy of Annexure-I and Annexure –III (enclosed).

Those who fulfil all the pre- qualification criteria as mentioned above are only eligible to take part in this exercise. Proposals which do not fulfil the pre-qualification criteria fully as stated above, will be summarily rejected.

8. Other Terms & Conditions:

- i. No contractual obligation on behalf of the Bank whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the successful bidder.
- ii. The appointment of IT Advisor/Consultant will be purely the prerogative of the Bank. Such appointment will be for an initial period of 1 years from the date of appointment.
- iii. Usual KYC norms like Identity and address proof are mandatory.
- iv. All pages of the Application Form/eligibility criteria & other related documents if any are to be signed.
- v. Bank will have the right to seek more information in due course, if considered necessary.
- vi. The applications received by the Bank will be screened by internal committee, which will verify the eligibility of IT Advisor/consultant.
- vii. Further the commercial proposals will be called from the eligible/qualified IT



- advisors/consultants only. No individual intimation will be sent whose application is not considered for appointment. No further correspondence will be entertained in this regard.
- viii. Bank reserves the right to reject any or all applications for appointment without assigning any reasons therefor.
 - ix. Bank would always have the option to cancel the appointment without any justification to them.
 - x. The appointed Information technology Advisor / consultant shall undertake to keep confidential all the information that they have access to during the course of their assignments within the bank.
 - xi. The appointed Information technology Advisor / consultant shall ensure adherence to applicable codes of conduct and auditing standards with due professional care.
 - xii. The Bank reserves the right to make any changes in the terms and conditions, if required.
 - xiii. The successful bidder have to sign Non-Disclosure Agreement (NDA) with the bank as per Annexure-IV.

9. Adoption of Integrity Pact

- I. The pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- II. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- III. The bidders shall submit signed integrity pact as per Annexure - V along with Conformity to Eligibility Criteria. Those bids which do not contain the above are liable for rejection.
- IV. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- V. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- VI. Integrity Pact in respect of this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.



- VII. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- VIII. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- IX. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Nilmoni Bhakta Address -A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706 Email -nilmoni.bhakta@gmail.com	Shri. Madan Lal Sharma Address -K-23, Jangpura Extention New Delhi Email -ml.sharma1965@yahoo.com
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Annexure - I

Expression of Interest pro forma

Date:

EOI Reference No.

To,
The General Manager
Information Technology,
Bank of Maharashtra,
“Lokmangal”, 1501, Shivajinagar,
Pune, Maharashtra, India

Having examined the EOI including all annexures, I/we would like to register our interest in the above mentioned EOI. Please find our contact details for this procurement exercise below.

Bidders Name	
Bidders Address	
Contact Number (Mobile/Telephone)	
Contact Fax (If applicable)	
PAN	
Contact Email	

I / We confirm that we accept and will abide by all the terms & conditions contained in the EOI Reference 092019.

Dated this _____ day of _____ 2019

Signature : _____

Position : _____



Annexure - II

PREBID QUERY FORMAT

Date:

EOI Reference No.

SN	Page No.	Clause Number	EOI clause	Bidders remark



Annexure - III

ELIGIBILITY CRITERIA

Date:

EOI Reference No.

SN	Eligibility Criteria	Supporting Documents	Compliance (Yes/No)
1	Minimum Educational Qualification: M.Sc./ M.E./M. Tech. or equivalent qualification from a recognized University/ Institution	The relevant certificates/documents	
2	Minimum 20 years' IT experience in Banking, preferably with IT infrastructure/software development background.	The relevant certificates/documents	
3	Out of above minimum 10 years must be in senior executive level position in Banking-IT related areas/projects involving IT Policy, IT Strategy, Enterprise and Technology Architecture planning and Applications/Financial Information Systems/ Cyber Security Technologies/ Payment Technologies, etc.	The relevant certificates/documents	
4	Should have served as Chief Technology Officer (CTO) / (Chief Information Officer (CIO) or equivalent in any Public Sector Bank.	The relevant certificates/documents	

I / We confirm that the information furnished above is true and correct and I/we have not been de-paneled / black listed by any organization in the past and we fulfill all the conditions of eligibility of appointment with Bank of Maharashtra as Information technology Advisor/Consultant.

The authenticated proofs in support of each of the items listed in the eligibility criteria is also enclosed.

Dated this _____ day of _____ 2019

Signature : _____

Position : _____

Annexure - IV

Non-Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this ___ day of ___, 2019

BY AND BETWEEN Bank of Maharashtra, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at Lokmangal, 1501, Shivajinagar, Pune 411005 (hereinafter called "the Purchaser/Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of System Integrator/bidder/consultant) of (please specify the registered office of the (System Integrator/bidder/consultant) (hereinafter called "the System Integrator/bidder/consultant" 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 System Integrator/bidder/consultant and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids for engagement of _____ of the Bank. M/s _____ after going through the Bid Documents and being interested to act as System Integrator/bidder/consultant and provide the solution as required by The Bank, has submitted its Bid.

WHEREAS, the System Integrator/bidder/consultant 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/bidder/consultant 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:

- 1) Maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;



- 2) 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;
- 3) 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
- 4) 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. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. 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 System Integrator/bidder/consultant personnel to be present on premises of Bank or may require the System Integrator/bidder/consultant personnel to have access to computer networks and databases 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 System Integrator/bidder/consultant personnel under such circumstances and to provide notice to the System Integrator/bidder/consultant of the confidentiality of all such information. Therefore, the System Integrator/bidder/consultant agrees and undertakes that any technical or business or other information of Bank that the System Integrator/bidder/consultant 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.

Indemnity: The System Integrator/bidder/consultant shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/bidder/consultant. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/bidder/consultant, in the course of discharge of its obligations under this Agreement.

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. () (Designation)	For and on behalf of Bank of Maharashtra () (Designation)
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Annexure – V

Pre Contract Integrity Pact

(ON A NON-JUDICIAL STAMP PAPER OF RS. 500)

INTEGRITY PACT

Between

Bank of Maharashtra hereinafter referred to as “The Principal”,
and

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 — Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.



2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 — Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.



- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the EOI.

Section 4 — Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti—corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 — Equal treatment of all Bidders / Contractors / Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 — Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He/ she reports to the Designated Authority, Bank of Maharashtra.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of



interest arising at a later date, the IEM shall inform Designated Authority, Bank of Maharashtra and recuse himself / herself from that case.

5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Designated Authority, Bank of Maharashtra within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Designated Authority, Bank Of Maharashtra, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Designated Authority, Bank Of Maharashtra has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 — Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Designated Authority, Bank Of Maharashtra.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e. Pune.



2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date: _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

