



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF
MARKET RESEARCH (SURVEY) AGENCIES

Issued by:

Bank of Maharashtra,
Strategy Department, 1st Floor,
Head Office, "Lokmangal",
1501, Shivajinagar-Pune 411005
Maharashtra.

Sr.No.	Description	Details
1.	RFP/Tender No.	STRATEGY-RFP-01:2022 Dated 25.07.2022
2.	Brief Description of the RFP	REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF MARKET RESEARCH (SURVEY) AGENCIES
3.	Date of commencement of RFP	25.07.2022
4.	Last date of receipt of Queries	01.08.2022 11:00 AM
5.	Last date for receipt of RFPs	18.08.2022 11:00AM
6.	Opening of RFPs	18.08.2022 03:00PM
7.	Place of Submission of Bids	Bank of Maharashtra Strategy Department, 1 st Floor, Head Office, 1501, "Lokmangal", Shivajinagar, Pune – 411 005. Email: agmstrategy@mahabank.co.in radheshyam.pandey@mahabank.co.in
8.	Contact Details	Mr. Radheshyam Kumar Pandey Chief Manager Email: radheshyam.pandey@mahabank.co.in Ph: 8108661201

This document can be <https://www.bankofmaharashtra.in/tenders> Downloaded from Bank's website

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1. Invitation and Introduction

- a. **Bank of Maharashtra**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at “**Lokmangal**”, **Shivajinagar, Pune** (which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), herein after called the “**Bank**” intends to issue this bid document, hereinafter called “RFP”, to eligible Bidders to participate in the competitive bidding for **Empanelment of Market Research (Survey) Agencies**. The profile and more information about the Bank can be obtained from its official website <https://www.bankofmaharashtra.in>.
- b. The bidders desirous of taking up the work for supply of the services for the **Bank** as per the terms of reference are invited to submit their technical proposal in response to this RFP. The criteria and actual process of the evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the Bank’s discretion. Bidders have to adhere to the Bank’s requirements outlined in this RFP.
- c. The information provided by the bidders in response to this RFP document will become the property of the Bank and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised through the Bank’s website and such amendments will be binding on them.
 - i. This RFP will be open to the bidders who have the necessary eligibility, experience, capability and expertise as mentioned herein.
 - ii. This RFP is not an offer or recommendation by the Bank, but an invitation to receive responses from the Bidders.
 - iii. No contractual obligation whatsoever shall arise from the RFP process unless and

until a formal contract is signed and executed by the Bank with the selected bidder.

- d. Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply criteria like independent assessment of the market reputation and perception of ability to perform, but not limited to those selection criteria set out in this RFP document. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation or warrant given in this RFP document.

2. Proposal

- a. The Bank in its continuous endeavor of development seeks to understand the customer experience, opinions, awareness and perception on products and services, which shall be used for improvements in current systems and experience, designing market strategy and optimizing the customer journeys etc. The Bank consider the market research/surveys as a tool to measure customer satisfaction and also to assess the service level of the Bank. The Bank also intends to conduct surveys of general public on overall perception on brand and services of the Bank. In addition, the Bank also proposes to carry out various surveys for its employees across all levels and also service providers of the Bank.
- b. Therefore, the Bank has decided to engage eligible market research agencies to conduct various surveys for customers at different geographical areas/population groups/demographics depending on needs. The bank shall also utilize the services of empanelled agencies for conducting various types of surveys for employees, service providers as well as general public. The surveys shall be conducted through various means such as Computer Assisted Personal Interview (CAPI), Computer Assisted Telephonic Interview (CATI), Computer Assisted Web Interview (CAWI), e-mail / SMS based responses, Online/URL based surveys or any other mode of survey prevalent or innovated in future.
- c. The engagement will be on empanelment basis for a period of 3 years and renewable on yearly basis thereon for a maximum period of 2 years.

3. RFP Terminology:

- a. **Bidder/Respondent/Service Providers/Company/Agency:** An eligible Market Research Agency/Firm submitting a Proposal/Bid in response to this RFP.
- b. **Bank:** Reference to the “the Bank”, “Bank”, shall be determined in context and may mean without limitation “Bank”.
- c. **Customer:** A customer is one who has a bank account (Deposit or Loan) with the bank, or who has availed any banking service offered by Bank.
- d. **Employees:** Executives, Officers and Award staff on the Bank’s payroll.

- e. **RFP:** The request for proposal (this document) in its entirety, inclusive of any addenda/modification/clarification/amendment that may be issued by the bank.
- f. **Service Provider:** Third party service provider engaged by the bank for various services including Advocates, Valuers, Business Correspondents, and Business Facilitators etc.

4. Scope of Work for Empanelled Agencies

The broad roles & works proposed for the Market Research Agencies are as under:

- a. Understand the brief of business challenge being faced by the Bank or the topic of survey and create a proposal documenting the objective of the survey, survey design, methodology of survey that can be adopted, target population, the expected outcome of the project and timelines for the project.
- b. On finalization and approval of the proposal by the Bank, agency to design questionnaire and obtain sign off from the Bank. This shall also involve translations (if required) in local/ regional languages.
- c. The agency to design & adopt suitable sampling method, distribution and variables to finalize the target group.
- d. The agency to collect the information using the questionnaire by contacting households /customers/employees/public/service providers etc. through the mode as prescribed by the Bank.
- e. The agency has to develop survey questionnaire pages for CAPI /CATI /CAWI and translated in regional languages as applicable.
- f. The agency to communicate to target group on the survey and follow-up regularly for responses within timeline provided.
- g. The agency need to send reminders periodically through email/SMS/Tele call to get required number of responses, for which they should have sufficient in-house infrastructure.
- h. The agency shall perform thorough / exhaustive quality checks (i.e. correctness, consistency, data entry / coding etc.) and ensure data quality before submitting to the Bank.
- i. The agency shall submit City-wise/Region wise/Zone Wise survey data or as required by the Bank, with comparisons of any other similar survey results. The Bank reserves the right to cross-check the quality and accuracy of data through audio, telephonic and field verification.

- j. The agency shall complete the survey work as per the time schedule given by the Bank for each round of survey.
- k. The agency shall update the contact / other details of the target units (households/ individuals/ enterprises/ companies) in the sample frame provided for each survey, wherever required.
- l. Periodical progress to be informed to Bank through dashboards.
- m. The agency should do in-depth analysis of survey responses, draw inference & feedback by using AI/ML techniques & provide recommendations to Bank based on the purpose of the survey.
- n. All responses to be analyzed & detailed presentation to be submitted to Bank (including various committees and board) with inferences derived from each survey.
- o. The survey should be conducted under proper supervision of the Agency ensuring desired quality within stipulated time as per the guidelines provided by the Bank, from time to time.
- p. The supervisors/other staff should be properly trained by the agency.
- q. In case Bank opt for personal interview the Agency should capture full audio-recording of the personal interview and GPS data of the Responses compulsorily for quality checks. Failure to capture the GPS will be construed as work not done.
- r. For field verification, the Agency should ensure that the concerned investigator accompanies the Bank officials wherever required for identification of the respondent / location.
- s. The Bank may at its own discretion & if found necessary conduct training/briefing for investigators. The investigators along with their supervisor are required to attend such program at its offices or convenient places, before each round of survey work, without any cost to the Bank. Only those investigators, who have attended the training program and found suitable for the survey work in a specified round would be allowed to do the fieldwork/survey work.

The above role are indicative not exhaustive & the Bank has discretion to add further scope of work based on the requirement of the proposed survey/market research activity.

5. Eligibility Criteria for the Agency to Bid

Eligibility Criteria	Documentary Evidence
a. Bidder must be an NGO or Society or Trust or LLP or Company registered in India with relevant statutory authority as per Indian Law having business of market	Registration Certificate

research/conducting surveys as one of its business objective and should have its registered office in India	
b. The bidder should be accredited by / member of duly recognized National and / or International Market Research Regulatory Bodies/Societies.	Valid copy of accreditation/member ship
c. Minimum Annual Turnover (receipt from Market Research) should be Rs.1.00 Crore.	CA Certificate with UDIN supported by Audited Financials
d. The bidder should have earned net profit in at least two years out of previous three accounting years.	Audited Financials or CA Certificate with UDIN
e. The Agency must have positive net worth as per latest (2020-21) audited accounts.	
f. The bidder should have previous experience of at least 3 years, as on 31.03.2022 in conducting surveys/market research for any of the Fortune India 500 organizations/companies in India.	Self-declaration supported with copies of empanelment/ work order
g. The agency must have prior experience of having completed at least 3 surveys/market research related to Household/customer experience/financial sector in last 3 years, as on 31.03.2022.	Self-declaration supported with copies of empanelment/ work order
h. The Agency must have prior experience in successfully completing at least one large (minimum 25000 responses), multi-location survey/market research on finance /customer satisfaction surveys during last three years, as on 31.03.2022.	Self-declaration supported with copies of empanelment/ work order
i. The knowledge of the regions, local language etc. is essential and bidder must have capacity in terms of trained field investigators /supervisors /developer and other resources to undertake the survey region-wise/state-wise or to create the questionnaire.	Self-declaration Bio data of Key personnel
j. The bidder should have sufficient hardware and relevant software for data collection, analysis, result presentation, SMS blast, e-mail push etc. and system with data storage & processing in India.	Self-declaration
k. The bidder should have capacity in terms of trained manpower as well as qualified analysts/ investigators and other resources to undertake the work in all places in India identified by the Bank & timely analysis. Note: In case the agency do not have their own resources at all places, they shall provide a list of network agencies to be engaged by them together with relevant information viz. name, address, manpower, other resources, past three years' experience of conducting survey work, etc., to be submitted together with a copy of agreement with such network agencies. (Applicable only if Bank opted for personal interview)	Self-declaration
l. The Agency (including its network agencies) shall be in full compliance of the provisions of Contract Labour (Regulation &	Self-declaration

Abolition) Act 1970, relevant Minimum Wages Acts and other Labour Laws wherever applicable, while engaging workers / staff for the survey works. The Agency shall give assurance to the Bank in this regard, keeping the Bank indemnified at all times.	
m. The agency should have a company code of conduct for prevention of misbehavior and sexual harassment and a compliance program for the implementation of the code of conduct throughout the company.	Self-declaration
n. The Agency must be registered with Income Tax authority and GST authority	Copies of PAN and GSTIN
o. The Agency which has not satisfactorily completed any of the earlier contracts with any nationalized bank/RBI and/or who have been debarred or black listed by the Government / Government agency / Banks / Financial Institutions in India in the past are not eligible for the tender bidding.	Self-declaration
p. The agency should enter into confidentiality agreement & comply with data privacy norms.	

6. Key Personnel Requirement

Core Team: The Bank expects a Core Team with minimum 3 persons exclusively work for the proposed survey of the Bank.

a) Team Leader/Project In charge (Full time) -1

Experience: Minimum 3 year experience in handling large scale survey as team leader (all types of survey methods)

Should have requisite skills for drawing insights & presenting inferences drawn from the responses collected.

b) Trainer cum Coordinator (Full-time) – 1

Experience: Minimum 3 year experience in training/coordinating of all types of survey methods with expertise of using IT tools.

c) Data Analyst/Investigator -1

Experience: Minimum 3 year experience in handling large scale survey data analysis.

Should have capabilities for analysing large scale data and also analysing responses collected from open ended questions and drawing insights thereon.

d) Data Collection Team: As required for each survey.

e) Field Team: As required for each survey (Applicable if opted for off-line survey)

7. Evaluation Criteria – Technical Evaluation

Sl	Evaluation Criteria		Maximum marks	Scoring Method
1	Accreditation	Bidder is accredited to Market Research Society of India / International regulatory Body	5	<ul style="list-style-type: none"> ➤ Both International & National Regulatory Body/Organization- 5 ➤ Either International or National Regulatory Body/Organization – 3 ➤ No accreditation : 0
2	Turnover	Turnover from Market Research activities	5	<ul style="list-style-type: none"> ➤ Less than Rs 1 Crore – 1 ➤ Between Rs 1.00 Crore and Rs.3.00 Crore – 3 ➤ More than Rs.3.00 Crore - 5
3	Relevant Experience of the Agency	i) Experience in market research/surveys on customer experience, brand and employee satisfaction	5	<ul style="list-style-type: none"> ➤ 3 Years - 1 ➤ More than 3 years to Less than 5 Years – 3 ➤ More than 5 Years : 5
		ii) No. of surveys in Fortune 500 companies in last 3 years, as on 31.03.2021	5	<ul style="list-style-type: none"> ➤ 3 Surveys – 1 ➤ 4 to 5 Surveys – 3 ➤ More than 5 Surveys - 5
		iii) No. of surveys on banking topics / Financial sector in the last three years, as on 31.03.2021	5	<ul style="list-style-type: none"> ➤ 1 Survey – 1 ➤ 2 to 3 Surveys – 3 ➤ More than 3 Surveys - 5
		iii) No of Large Surveys (>25000 responses), in last 3 years as on 31.03.2021	5	<ul style="list-style-type: none"> ➤ 1 Large Survey -1 ➤ 2 to 3 Large Surveys: 3 ➤ More than 3 Large Surveys - 5
4	TAT of previous work orders	Average TAT of completion of work orders in the previous 3 years (For the projects considered for scoring under para 3 above)	5	<ul style="list-style-type: none"> ➤ More than 80% within TAT -1 ➤ More than 90% within TAT - 3 ➤ All works completed within TAT- 5
5	Network Strength	Branch/Field offices situated across the country	5	<ul style="list-style-type: none"> ➤ Less than 3 locations – 0 ➤ 3-4 locations – 1 ➤ 5-10 locations – 3 ➤ More than 10 locations - 5
6	Staff Strength	Total no. of employees on-roll of the Bidder earmarked for market research	5	The bidder having highest manpower shall score 5 and rest will be awarded proportionately.
7	Experience of Key Personnel	i) Team Leader / Project in charge	5	<ul style="list-style-type: none"> ➤ 3 Years to 4.99 Years – 1 ➤ 5 Years to 7 years – 3

	proposed for Bank Project	ii) Trainer cum Coordinator	5	➤ More than 7 Years - 5
		iii) Data Analyst	5	
		iv) Data collection team (Average age of team will be taken)	5	➤ Experience more than 5 years – 5 ➤ 3 Year to 5 years – 3 ➤ 1 Year to 2.99 Years- 2 ➤ Less than 1 year - 0
	ISO Certification & Rewards	Rewards and Recognition for the Bidder, if any (by Market Research Society of India or any other national/international regulatory body of repute related to the field of Market Research) during the last 3 (Three) years	5	➤ 1 Mark for each reward up to maximum 3 ➤ 2 Mark for ISO Certificate 2
8	Presentation to Bank	Presentation to Bank covering past projects, capabilities, infrastructure including analytical tools used, and their approach for survey in Bank.	30	Based on the presentation made to Bank's Evaluation Committee
	Total		100	

Note: Based on the score as per above evaluation, the Bank will select the Market Research Agencies for empanelment. Minimum qualifying marks shall be 60%. Marks will be awarded based on necessary proof attached/provided with the bid document.

8. Procedure for Selection and empanelment of the Market Research Agencies

- a. All the bids will be evaluated for eligibility as per the eligibility criteria and qualified bidders will be called for presentation.
- b. For the purpose of presenting the credential by the individual bidder, the team making presentation shall consist of not more than 3 members of the respective firm.
- c. The date, time, venue and mode for making the presentation to the Bank will be communicated separately at contact e-mail ID available in the bid application submitted by the bidder. Order of presentation will be in alphabetical order of the name of the bidders. During presentation, four sets of hard copies of the presentation should be submitted to the Bank.
- d. Based on the presentation of their credentials and also the bid documents, the Bank will evaluate the Surveying Agencies on the criteria listed under clause 7.
- e. Upon completion of presentation of credentials by all the eligible bidder, the Bank will empanel 3 - 7 (minimum 3 and maximum 7) agencies in descending order of their score in technical evaluation.

- f. The empanelment shall be valid for 3 years from the date of empanelment, which may be extended for one year subject to maximum of 2 years at the sole discretion of the Bank.
- g. The Bank will inform the qualified/empanelled bidders by email address as mentioned in the Bid application. No communication will be sent to those who have not been empanelled after technical evaluation.
- h. During the period of empanelment, the Bank reserve right to increase the number of empanelled agencies.
- i. Bank reserve right to de-panel any of the agencies, based on the review or non-compliances of the terms of the Bank or without assigning any reason at any point of time. The Bank reserve right to replenish the same by empaneling additional agencies.

9. Process of Evaluation of Financial Bids of Empanelled Agencies

- a. Once the agencies are empanelled, the Bank shall invite financial bids from the list of empanelled agencies as and when new survey is to be launched by the Bank. The details of submission of financial bids will be intimated separately to the empanelled agencies.
- b. For each survey to be launched during period of empanelment, the Bank shall invite from empanelled agencies, financial bids in the prescribed format.
- c. The bank will provide additional/detailed requirement pertaining to particular survey at the time of calling financial bid.
- d. The participation of empanelled agencies in the financial bidding for a particular process would be at the discretion of the agencies.

10. Request for Participation (RFP):

Bank will shortlist different companies depending upon their PAN India presence, experience in the field, staff strength, varied services, service quality, TAT, Association with Other Bank/FI, business cost etc.

11. Other Terms and Conditions:

- a. The team proposed should work closely with the Bank and may have to visit the Bank's Central Office at "**Lokmangal**", **Shivaji Nagar, Pune** more frequently, without any additional cost on the Bank.
- b. The selected bidder should deploy required number of investigators for each center as prescribed by the Bank, time to time.

- c. The minimum education qualification for the investigators, undertaking field investigation / data collection work, is graduate/ in the final year of graduation and the Bank may verify the original document, if required.
- d. For field supervisor / coordinator, the minimum qualification should be graduation as mentioned above and they should also have sufficient practical experience / knowledge in the same field.
- e. The Bank shall have the right to claim damages from the Agency to the extent of the loss suffered, on account of the disclosure of confidential information by the Agency.
- f. The data collected shall be the property of the Bank and the Agency shall under no circumstances reveal or publish or disclose the information / data collected, methodology, findings of the survey etc. to any third party/agencies/organization etc.
- g. The agency should not store, sell, and share with others any data provided by the Bank or collected through survey. All data should be handed over to Bank in Hard disk & same should be permanently deleted from all systems of the bidders, once the process is completed.
- h. The Bank reserves the right to allot the works to more than one shortlisted bidder at a predetermined ratio.
- i. In case the selected agency fails to meet the requirements / expectations of the Bank, the project shall be awarded to the other agency(s) as per their quoted prices.
- j. At the time of financial bidding, the agencies shall be requested to quote a consolidated rate service charges as required by the bank.
- k. The agency should have its Data Privacy Framework to protect the data of the company, its employees and its clients.
- l. The selected agencies shall be governed by data privacy rules and enter into a non-disclosure and confidentiality agreement with the Bank at the time of award of contract.
- m. The bank reserves the right to conduct audits on the service provider whether by its internal or external auditors, or by Regulator (RBI), or by external specialists appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.

12. Errors or Omissions

Each Recipient should notify the Bank, in case, if they are of the view of any error, fault, omission or discrepancy found in this RFP document but not later than **11.00 AM IST on 01.08.2022**. However, such notification must not be construed as having agreed to commitment by the Bank to carry out the changes / modifications.

13. Requests for information

- a) All queries/ clarification relating to the RFP, technical or otherwise, must be sent by e-mail only and will be entertained by the Bank only in respect of the queries received up to the date specified in the time limits given in the Key Dates (**i.e. 01.08.2022 by 11:00 AM IST**) mentioned at the beginning of this document. Queries so raised should be in the format as given hereunder through email as attachment in **Word format only**. The subject in the email should be mentioned as “*RFP for Empanelment of Market Research (Survey) Agencies*”.

Sl	Section No in RFP	Page No. In RFP	Particulars as mentioned in RFP	Query / Clarifications
1.				

- b) The Bank will endeavor to reply, without any obligation in respect thereof, every reasonable clarification/query raised by the respondents through the Bank’s website and/or e-mail. However, the Bank will not be obliged to answer any communication initiated by the respondents later than 01.08.2022 11:00 AM IST.
- c) Bank may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any Respondent after the RFP closes and all such information and material provided will be taken to form part of that Respondent’s response.
- d) Respondents seeking clarifications, queries, questions, etc. should address it to the nominated point of contacts as given below **through e-mail only**:

E-Mail: radheshyam.pandey@mahabank.co.in; agmstrategy@mahabank.co.in;
Phone: 020 25614512/231

14. Amendments in Documents

At any time, prior to the last date of submission of Bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder, modify bid documents by amendments. The amendments shall be notified on Bank’s website <https://www.bankofmaharashtra.in> only and these amendments will be binding on the bidders. Therefore, the prospective bidders should ascertain the addendum/s and/or corrigendum/s if any, notified on website before bidding.

15. Corrections or Alterations

Corrections / alterations should be properly authenticated by the authorized person in the same way as he has signed the bid documents, failing which the bid will be rejected. The Bank may, at its sole discretion, waive any minor non conformity, or irregularity in the bid,

which does not constitute a material alteration. Bidders cannot modify their bids after the deadline for submission of bids is over.

16. Right to Reject Bids

Bank reserves the absolute and unconditional right to reject any bid offer in response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected for any/all the reason mentioned herein:

- a) It is not in conformity with the instructions mentioned in this RFP document.
- b) It is not properly/duly signed.
- c) It is received through Telex/ Telegram /Fax/ E-mail
- d) It is received after expiry of the due date and time.
- e) It is incomplete including non-furnishing of the required documents/ information in time as required in terms of this RFP or called for subsequently.
- f) It is evasive or contains incorrect information.
- g) Any form of canvassing/lobbying/influence/query regarding short listing, status, etc.
- h) It is submitted anywhere other than the place mentioned in this bid document.

17. Right to Accept any Bid and to Reject any or All Bids

Bank reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or agencies on the grounds of Bank's action.

18. Submission of Bids

All the documents containing technical details of the proposal to be submitted in **the envelope super-scribed as "RFP for Market Research (Survey) Agencies"**. All pages and documents should be signed by an authorized person of the bidder firm.

Bid completed in all the respects may be submitted in-person at the following address on Bank's working days between **10.00 am and 5.00 pm only on or before 18.08.2022; 11:00 AM**. The name and address of the bidder should be mentioned on each envelope.

The Asst. General Manager

Bank of Maharashtra
Strategy Department,
Head Office, 1501,
"Lokmangal", Shivajinagar,
Pune – 411 005.

Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case all rights and obligations of Bank and bidder previously subject to the deadline will thereafter be subjected to the deadline extended.

19. Late RFP response policy:

It should be noted that the Bank has no obligation to accept or act on any reason for late submitted response to RFP. The Bank accept no liability to any respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

20. Opening of Bids

The bids shall be opened on **18.08.2022 at 03:00 PM** by a committee of the Bank. Representatives of the Bidder may opt for their presence while opening of the bid. Such representative should produce a valid authorization from the bidder firm for participation.

The bids opened shall be evaluated for eligibility as per the criteria. Only eligible bidders will be called for presentation to the evaluation committee. All communications / invitation will be made through e mail of the authorized person as given in the bid document.

21. Clarification of Bids by Bank

To assist in the examination, evaluation and comparison of bids, Bank may, at its discretion, ask the Bidder/s for clarification of its bid. The request for clarification and the response shall be in writing.

22. Sub-Contracting

The bidder where required and allowed as per bid may subcontract the work with prior written approval of the Bank provided due intimation in writing of all collaborations is given and accepted by the bank. The approval for such subcontracting shall be solely at the discretion of the Bank. However, the bidder shall be solely responsible for the performance of sub-contractors appointed by it and such notification and acceptance of the Bank shall not relieve the Bidder from any liability or obligation under the contract.

23. Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

“Confidential Information” means any and all information that is or has been received by the bidder (“Receiving Party”) from Bank (“Disclosing Party”) and that:

- (a) Relates to the Disclosing Party; and
- (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
- (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank’s equipment at the site

(e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable

i). The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

ii) . Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

iii). In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and

- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

iv). The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

- Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
- To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party;
- So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
- To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with

v) The restrictions in the preceding clause shall not apply to:

- Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

- The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.

24. Non-Disclosure

By virtue of empanelment and subsequent awarding the contract to the selected bidder and in the course of its performance, the Bidder may have access to the Confidential Information of the Bank and its Customers. The Bidder is aware that Confidential Information is valuable information of the Bank and any disclosure of which would cause irreparable loss and damage to the Bank for which monetary compensation may not be adequate and accordingly the Bidder agrees and undertakes to hold the Confidential Information as confidential and shall not disclose the same including to any third party and the Bidder also agrees that its employees and agents shall also maintain Confidentiality of the Confidential Information. The Bidder agrees that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank. The Bidder agrees to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by the bank to protect its own Confidential Information. Without limitation of the foregoing, the Bidder shall advise the Bank immediately in the event that the Bidder learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, the Bidder shall immediately seek injunctive relief against any such person, at the Bidders cost and expenses. If the Bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Agreement to another person, it shall cause its assignee or delegate to be bound by the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality.

For the purpose of this clause "Confidential Information" shall mean all non-public information, of the Bank and its customers, clients, employees, agents etc which is accessible by or is available to the Bidder directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, any and all information relating to the Bank's staff or its clients/ customers (whether past, present or future), financial data, financial results and projections, costs and prices, details of Banks' employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, Software positioning, choices of Software names, trade secrets or know how, customer information and Intellectual Property Rights (defined later) as well as any such information not generally known to third parties or received from others.

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.

The selected bidder shall execute a Non-Disclosure agreement/ at the time of award of contract.

25. Agreement cum Indemnity

Entrusting of services will be done by entering into Agreement cum Indemnity. The Agreement cum Indemnity shall cover all the clauses mentioned.

The Indemnity clause will cover the following clauses:

- a. The service provider undertakes to indemnify and keep bank and its officers/employee indemnified and harmless from and against any actions, suits, claims, damages, losses etc. on account of breach of undertaking made by the service provider.
- b. In the event of any claim being made on BOM, the service provider undertakes to pay on demand made by BOM.
- c. The service provider hereby authorizes BOM to make deductions/recover of any sum being the loss or damage suffered by it on account of any default.
- d. Bank shall be entitled to lodge FIR with the police and/or initiate legal proceedings in case of any breach /offense.

26. Code of Conduct:

The Code of Conduct shall be adopted and included as a part of the agreement between the Bank and the Company. The Code shall apply to all persons employed by the agencies who would be involved in rendering the services.

27. Risk Mapping:

- a. **Strategic Risk:** The Service Provider will conduct business as per Bank's requirement on request.
- b. **Reputation Risk:** The service provider will have to work according to Code of Conduct and any losses will be compensated by entering into an Agreement cum Indemnity.
- c. **Compliance Risk:** Vendor will have to offer compliance to all activities.
- d. **Operational Risk:** Sufficient control over the system to tackle operational risk.
Other Risk: The Service Provider will enter into an Agreement cum Indemnity, wherein it shall undertake to comply all risks

28. Decoy Customer:

Empaneled agencies will be deploying decoy customers to get feedback of the products/ services.

29. Integrity Pact (IP)

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Signing of the IP with Bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Foreign Bidders shall disclose the name and address of agents and representatives in India and Indian Bidders shall disclose their foreign principles or associates. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

30. Governing Law

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in Pune shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

31. IT ACT

The bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The successful bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by the bidder to Bank from any source.

32. Aadhaar ACT

The successful bidder must comply with Aadhaar Act 2016 and the subsequent amendments as applicable to the products/services.

33. ISMS Framework

The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank.

34. Amalgamation

If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

Bidders shall 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.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

The name and contact details of the Independent External Monitors (IEM) nominated by Bank are as under:

Shri. Arun Jha

Shri. Umesh Vasant Dhatriak

Address - Bunglow No. 23, New Moti Bagh, New Delhi - 110023

Address - 104, Yamunashri Apartment, Sinhgad Road, Parvati, Survey No. 120 A+B, Plot No.4, Near Navshya Maruti Mandir, Pune-411030

Email - arunjha01@gmail.com

Email - uvdhatriak@gmail.com

Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.

Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of 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.

Termination shall not absolve the liability of 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.

35. Payment Terms:

Payment Terms will be incorporated in financial bid. All statutory taxes/levies shall be borne and paid by the CLIENT to AGENCY. Goods & Service tax (GST)/any other taxes or as may be prescribed by law from time to time, will be charged on all invoices raised by the AGENCY. At time of payment of the fees, TDS will be deducted at applicable rate.

36. Earnest Money Deposit(EMD)/ Performance Bank Guarantee (BG):

Successful Bidder will submit Earnest Money Deposit(EMD)/ Performance Bank Guarantee (BG) as per financial bid before execution of work.

37. Penalty:

The Bank reserves the right to reject partial / whole lot of survey data, in case of any discrepancy and not liable to pay for the same. Further, the Bank has the right to impose penalty or terminate the contract, depending on seriousness of such occurrences.

38. Termination:

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.

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.

The bidder shall have right to terminate only in the event of winding up of the Bank.

The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

39. Effect of termination

The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.

Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of 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.

Termination shall not absolve the liability of 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 of 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.

40. Severability

Each of the restriction is separate and severable from other. Any provision which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceable, without affecting in any way the remaining provision hereof.

41. Protection of Reputation:

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Company fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Company undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice.

41. 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:

42. Force Majeure:

“Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to sabotage, fire, flood, explosion, epidemic, pandemic, civil commotion, war, 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 15 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party”.

43. Waiver:

“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.”

44. 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.

a. "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.

b. "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.

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.

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.

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.

45. 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 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.”

46. Compliance with All 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.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

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PARTICULARS FOR EMPANELMENT OF MARKET RESEARCH AGENCIES - TECHNICAL BID

(To be submitted by the Agencies on their letter-heads)

The Asst. General Manager

Bank of Maharashtra
Strategy Department,
Head Office, 1501,
"Lokmangal", Shivajinagar,
Pune – 411 005.

Dear Sir/ Madam,

We hereby offer to submit our response for RFP for Empanelment of Market Research (Survey) Agencies issued by Bank, as per Tender Notice no.: dated **25.07.2022**.

We unconditionally agree to abide by the Terms & Conditions specified therein.

Our brief profile is as under:

Sr.	Particulars	Details	Full particulars enclosed as
1.	Name and contact details of Bidder. (Please include Mobile Number and e-mail also)		
2	Legal status of agencies	Proprietor/ Partnership/ Private Ltd. / Public Ltd./ LLP/NGO/Trust/Society	Registration Certificate
3	Year of establishment		
4	Authorized Signatory for the proposal and with whom the Bank shall communicate on the proposal		Authorization / Resolution
5	Name of Managing Director, Directors, top management / key personnel along with designation.		Annexure 1
6	Network Details with No of employees on roll		Annexure 2
7	Infrastructure facility available with the Bidder such as Software/analysis tools etc.		Annexure 3
8	a) The contact details of key personnel proposed for handling Bank of Maharashtra project		Annexure 4
	b) Bio-data of Key Personnel to be deployed		Annexure 4A

9	List of clients where market research projects completed in last 3 years, as on 31.03.2022		Annexure 5A
10	List of clients presently serving, as on 30.06.2022		Annexure 5B
11	Details Accreditation/ ISO certification details (Reputed National/ international) Details of awards in Market Research		Annexure 6A Annexure 6B
12	Financial details Total MR billing for the last three years		Annexure 7
13	PAN of the Bidder.		Photocopy
14	GST No.		Photocopy
15	TAN No.		Photocopy
16	Banker's Cheque/ DD details		
18	Research methodology and approach proposed for the Bank		Annexure 8
19	Any other relevant information that the Bidder would like to submit		

I/ we hereby certify that all the particulars given above are correct and true to the best of my/ our knowledge.

I/ we certify that if appointed for carrying out survey, I /we shall appoint separate teams for any competing clients who are in the same business as Bank to avoid conflict of interest and maintenance of confidentiality. Such arrangement shall be scrupulously maintained and monitored.

We confirm and declare that key personnel deployed at the time of award of contract will be the same personnel who are listed in this technical bid or in case of non-availability, personnel having equal or higher credentials will be deployed.

In case at any stage, it is found that the information given by me/ us is false/ incorrect, Bank shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/ us.

(Signature of the Authorized person) _____

Full name of the Authorized person: _____

Designation: _____

Seal of the firm and date

Encl.: As above

Along with complete profile of the agency/bidder

Note: All annexures should be signed by the Authorized Signatory in full.

Annexure 1: Key Personnel of the Bidder

Name of Bidder

Name of Key-Personnel	Designation	Address	Phone	Email

Annexure 2: Network Details:

Name of Bidder:

Office	Address	Phone	Email	Contact Person Designation Mobile	No. Of staff		
					Analyst	MR Field Specialists	Admin. & Others
Head-Office							
Pune							
Other-locations							

Annexure 3: Infrastructure facility available with the Bidder

SI	Infrastructure (PI update details)	Owned by	Location	Compliance with security norms of the regulatory agencies and Govt.
1	Hardware			
2	Software /Servers			
3	Analytical Tools			
4	Others			

Annexure 4: Personnel proposed handling the Bank's project

Name of Bidder:

Sl	Name	Present position	Experience in (No of Years)		Area of expertise	Task/Role proposed
			With Present firm	In Market research		

Note: Please enclose Bio data as per Annexure 4A

Annexure 4A: Format for Curriculum Vitae (CV) of the Professionals proposed to be involved in the Bank's project

Use the format below to provide information on key professionals (on each individual) who will lead and work on the program

Sl.No	Name of the Personnel:	
1)	Name of the Firm	
2)	Current Position and designation in the firm:	
3)	Nationality	
4)	Language Proficiency	
5)	Qualifications (Technical and Academic with year of passing)	
6)	Role of the member and Brief Task proposed (Team Leader , Analyst, Trainer, member, researcher, etc)	
7)	Areas of expertise:	
8)	Period of experience:	
9)	Work experience / work undertaken that best illustrates capability to handle the proposed tasks assigned to him/her	
10)	Detailed Tasks Assigned (Past 5 years): (Give a brief outline of person's experience and training most pertinent to assignment with dates and locations).	
11)	Employment Record: (Starting with present position, list in reverse order)	

(Note: To be signed by both the **member and authorized signatory**)

Signature:

Name:

Designation:

Annexure 5A: List of clients where projects completed as on 31.03.2022

Name of Bidder:

Name of Client	
Segment (BFSI/Others-Specify)	
Client's Rank in Fortune 500 - 2021 list	
Category of Study	Customers Satisfaction/ Employee Survey /
Title of Study	
Brief of project and study/ research including the purpose / Terms of reference	
Year of Commissioning of study	
Timeline set for completion	
Sample Size expected	
Responses received	
Number of cities	
Time taken – a) From the date of launch of study to completion of responses b) From launch date to submission of report	
Copy of order with completion certificate of the client	
Any other information relevant to be informed	

Note: Please use separate sheet for each project

Annexure 5B: List of clients where projects undergoing as on 30.06.2022

Name of Bidder:

Name of Client	
Segment (BFSI/Others-Specify)	
Client's Rank in Fortune 500 - 2020 list	
Category of Study	Customers Satisfaction/ Employee Survey /
Title of Study	
Brief of project and study/ research including the purpose / Terms of reference	
Year of Commissioning of study	
Timeline set for completion	
Sample Size expected	
Responses received	
Number of cities	
Current Status of the project	
Copy of order	
Any other information relevant to be informed	

Note: Please use separate sheet for each project

Annexure 6A: Accreditation details

Name of Bidder:

Sr. No.	Accreditation details			ISO Certification details			
	By	Since	Valid till	ISO Certification details	ISO No.	Certification for	Valid till

Annexure 6B: List of Awards won

Name of Bidder:

Year	Name of the Award	Award given by	Award received for

Annexure 7: Annual Turn-over and Financials

Name of the Bidder:

Financial Year	Gross Turnover (Rs in Crore)	Gross Billing from Market Research (Rs in Crore)	Net Worth (Rs in Crore)	Profit (Rs in Crore)
2021-22				
2020-21				
2019-20				

Audited Balance-Sheet and P/L Statement with Auditor's certificate is to be enclosed for each year. In case, there is revenue from any other activity then a separate certificate from the Auditors certifying the revenue from Market Research activities must be submitted.

Annexure 8: Research methodology and approach proposed for the Bank

Bidders are requested to present the technical proposal with their experience, capability, approach, methodology in the form presentation and note under following sections:

1) Experience & Capability

This should contain the details of bidder's organizational set up, size, capability in terms of manpower, tools, IT infrastructure and expertise in the proposed work etc. This should also have the full details of market research projects undertaken with terms of references, methodology adopted, impact achieved etc. The bidder can also include the special achievements and any other relevant information related to the company which is relevant to the proposed project.

2) Approach and Methodology

Details of overall approach, methodologies and strategies for market research at Bank Bank, its implementation plan with specific potential proposals / solution which are feasible in the Bank's context.

This should cover the conceptualization, design and implementation stages and also usage of data, tools and its advantages in the context of the scope.

This should also include use of tools/data and other financial services initiatives to support the proposed projects.

3) Team Composition (As per Annexure IV) Need not be repeated

Details of the team composition, key executives proposed for Bank's project, their qualification, expertise and experience in similar projects. This should also contain the details of key experts and technical staff responsible for each of main disciplines of assignment.

Signature:

Name:

Designation:

Date:

Annexure 9: Form of Self Declaration

[To be submitted on Firm's/Company's Letter Head Only]

We, M/s _____, are one of the BIDDERS for providing Market Research (Survey) Services to Bank as per your "Request for Proposal (RFP)" for empanelment of Market Research (Survey) Agencies dated **25th July 2022** under reference number

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the Market Research Services.

We declare that our Firm/Company has requisite experience, expertise and capability to carry out the task under the RFP.

We declare that our Firm/Company has sufficient hardware and software for data collection, analysis, result presentation, SMS blast, e-mail push etc. and have data storage processing facility in India.

We declare that our Firm/Company has capacity in terms of trained manpower and other resources to undertake the work in all places in India identified by the Bank & timely analysis. We declare that our Firm/Company have capacity in terms of trained manpower and other resources to undertake the work in all places in India identified by the Bank & timely analysis.

We declare that our Firm/Company has is in full compliance of the provisions of Contract Labour (Regulation & Abolition) Act 1970, relevant Minimum Wages Acts and other Labour Laws wherever applicable, while engaging workers / staff for the survey works.

We declare that our Firm/Company has company code of conduct for prevention of misbehavior and sexual harassment and a compliance program for the implementation of the code of conduct throughout the company.

We declare that our Firm/Company has not been debarred or black listed by the Government / Government agency / Banks / Financial Institutions in India in the past and are eligible for the tender bidding.

We declare that we have strong data privacy framework and client's data confidentiality will be maintained.

We agree to enter to confidentiality/non-disclosure agreement and also integrity pact as designed by Bank.

We further declare that no legal action is pending/contemplated against us nor are we debarred by any legal jurisdiction in India/ or charged of any fraud or malfeasance, which may affect our ability to deliver as per the term of the RFP or threatens solvency of the firm/company.

We declare that our Firm/Company neither have failed to perform any agreement during the last three years, as evidenced by imposition of a penalty by an arbitrage or judicial

pronouncement against the bidder or its Affiliates/Group companies/Members firms in India, nor had any agreement terminated for breach by such bidder or its Affiliates/Group companies/Members firms in India.

We further declare that we have sufficient expertise and capability to deliver efficient and effective research on the areas mentioned in the scope of work and we have in-house capability to take up assignment on our own.

The information submitted in the eligibility criteria and technical bid are true and are factually correct.

We further declare that in case the bank finds our averments are not true and are incorrect, the bank can initiate necessary action against us, as deemed fit.

Authorized Signatory (ies)

Signature:

Name:

Designation:

Date:

Seal of the Firm/Company

Annexure 10: Non-Disclosure Agreement (Draft)

This Agreement is made and entered into at Pune, this ___ day of ___ 2022.

BETWEEN

Bank of Maharashtra, a Body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at **1501, "Lokmangal", Shivajinagar, Pune – 411 005** (hereinafter referred to as "Bank" or "Bank" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the ONE PART

AND

M/s _____, registered under _____, having its Office at _____ (hereinafter referred to as "Market Research Agency" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**.

Bank and Market Research Agency are hereinafter collectively referred to as "the Parties" and "Bank as the Disclosing Party and the Market Research Agency as the Receiving Party", individually. "

WHEREAS:

The Parties intend to engage in discussions, collaborations and negotiations regarding Market Research/surveys. In the course of such discussions, collaborations and negotiations, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to undertake the assignment of **Market Research/Surveys for Bank** (hereinafter referred to as "**the Purpose**").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. **Confidential Information:** For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, data, business records, customers lists, customers information, project records, market reports, employee lists/information, partners details, business manuals, policies and procedures, information relating to processes, technologies, service providers or theory and all other information which may be disclosed by the Disclosing Party or to which the Receiving Party may be provided access by the Disclosing party in accordance with this Agreement or which is generated as a result of incidental to or in connection with the business purposes which is not generally available to the public.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

The **Market Research Agency** recognizes that Bank is subject to certain disclosure obligations under the Right to Information Act, 2005 ("RTI Act") and wishes to co-operate with Bank in its discharge of those obligations. The Market Research Agency shall mark documents it believes to be exempt under the RTI Act with a proprietary legend and mark them Confidential. Bank shall notify and consult with the Market Research Agency prior to disclosing any such proprietary or confidential materials or any other information provided by the Market Research Agency pursuant to any request under the RTI Act or otherwise in connection with this Agreement. Bank acknowledges that such materials or information may be covered by exemptions from disclosure under the RTI Act, including without limitation the exemptions for information provided in confidence, trade secrets and commercially sensitive information and information, which constitutes or contains intellectual property of the Market Research Agency. Bank further acknowledges that disclosure of such materials or information may result in irreparable, unquantifiable and continuing damage to the Market Research Agency for which there may or will be no adequate remedy at law.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to their employees/subcontractors only if the employees/subcontractors has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are similar to and no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other. Notwithstanding the above,

Market Research Agency shall be permitted to provide reference of this engagement in its capability statement as an indication of its experience."

4. **Term:** This Agreement shall be effective from the date hereof and shall continue till Three years from the date of execution. However, the confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and/or delete or make reasonably inaccessible all electronic copies thereof; provided however that M/s _____ may retain its internal working papers and central IT archives in accordance with its organizational data policies; however acknowledges that any such retained Confidential Information shall remain subject to the terms of this Agreement. Upon the request of the Disclosing Party, the Receiving Party shall certify in writing that the receiving Party has complied with the obligations set forth in this Paragraph.

Notwithstanding termination/expiry of this Agreement, the obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable all the time.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in any such disclosed Confidential Information. No license under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder.
7. **Entire Agreement, Amendment, Assignment:** This Agreement together with the Services Agreement signed by Parties dated _____ constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be

assignable or otherwise transferable. This Agreement shall be subject to the Terms and Conditions on Work Order dated _____

8. **Governing Law:** The provisions of this Agreement shall be governed by the laws of **Pune.**
9. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Notwithstanding anything to the contrary contained in this Agreement, Bank acknowledges that the work done by M/s _____ for Bank, under the Work Order, will be based upon an assumption that the information provided to it is complete and accurate.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

Signed and delivered on behalf of
Bank
by Sri. _____
in the presence of

1.

2.

Signed and delivered for and on behalf of
M/s _____
by Sri. _____ (Designation)

in the presence of