

TECHNICAL EVALUATION

Name of the PSA:

Sr. No.	Information to be Provided	To be filled by the bidder	For Office Use	Evaluation Marks	Remarks
1.	Average Annual Turnover (in crores) for last three financial years (Year 2016-17, 2017-18, 2018-19)			Above 5 Cr -10 Between 3-5 Cr-8 Between 2-3 Cr-6	Max -10
2.	Profit during last 03 years			Increasing – 10 Fluctuating – 08 Decreasing - 07	Max -10
3.	Services presently being provided in Number of Nationalized banks /Private sector Banks.			Per PSU Bank -06 Marks. Other Banks – 05 Marks.	Max -20
4.	Number of Cash Vans deployed presently.			05 Cash Vans – 01 Mark	Max -20
5.	Total number of Cash Vans Deployed in last three years (other than mentioned in above row).			05 Cash Vans – 01 Mark	Max -05
6.	Own infrastructure for training of Armed Guards having license from DG Home guard.			Each Center – 01 Mark	Max -05
7.	Have an office in Bangalore with telephone & fax and manned during the office hours.			5 Marks	Max -05
8.	ISO 9001-2008 Certification of the firm (Yes/No).			5 Marks	Max -05
9.	DGR empanelment for Security Guards.			5 Marks	Max -05
10.	Firm is Registered with Registrar of Companies/Registrar of Firms & is having valid License under shop & establishment Act.			05 Marks	Max - 05
11.	RBI norms – 1 billion worth turnover and 300 cash van fleet.			10 Marks	Max - 10
				100 Marks	Total – 100
A minimum of 70 marks are required to qualify in Technical Bid (Mandatory requirements to be met).					

Date:

Signature:

Designation:

Name of the Firm/Agency with Office Stamp:



Note: Photocopies of all necessary documents (pertaining to technical evaluation/ Eligibility) duly self- attested must be enclosed and flagged for verification by the bank on the information provided.

- 1) A Minimum of 70 marks are required to qualify in the Technical Bid.**
- 2) Deduction of 2 points for unsatisfactory service for each year per reference site (Maximum three references) in the past in any PSB.**

Other Terms & Conditions

- (a) Service Provider should be either registered companies or registered partnership firms reputed for providing Cash Van services.
- (b) Service Provider should have credible Supervisory Infrastructure.
- (c) Service Provider should have Income Tax PAN and the latest Clearance Certificate.
- (d) Service Provider should have Audited Balance Sheets and Profit & Loss Accounts for the past three years and the average turnover of the Service Provider in the last three years should not be less than Two Crore rupees.
- (e) Service Provider should have Registration under Shops & Establishments Act.
- (f) Service Provider should have a valid certificate from ESI Corporation.
- (g) Service Provider should have a valid certificate under EPF & Miscellaneous Provisions Act 1952.
- (h) Service Provider should have documents proving compliance of Minimum Wages Act 1948 and other Labor laws and rules.
- (i) Service Provider should have an office in Bangalore, with telephone & fax and manned during the office hours.
- (j) Service Provider should have been in the business of providing Cash Van services at least for the last three years preferably PSU's Banks.
- (k) Service Provider should furnish three Reference Sites and on request by the Bank the Referees should testify about the performance of the Service Provider to the Bank's satisfaction.
- (l) Service Provider should have on its rolls minimum 30 (owned/leased) Cash Vans. (Attach proof).
- (m) Service Provider should submit solvency certificate of Rs.10,00,000/- (Rupees Ten lacs only.)
- (n) ISO 9001-2008 Certificates.

The agencies, which do not comply with all the statutory requirements, need not apply. The Performance of the service provider will be evaluated by the Committee.



REFERENCE SITE DETAILS

1.	Name of the Company	
	Address of the Company	
	Name, designation of contact person with telephone no. and E-mail ID	Name : Designation : Landline No.: Cell No. : E-mail ID :
	Details of cash vans services supplied in last one year (Ref. no, date of order and quantity with photo copy of orders)	

2.	Name of the Company	
	Address of the Company	
	Name, designation of contact person with telephone no. and E-mail ID	Name : Designation : Landline No.: Cell No. : E-mail ID :
	Details of cash vans services supplied in last one year (Ref. no, date of order and quantity with photo copy of orders)	

3.	Name of the Company	
	Address of the Company	
	Name, designation of contact person with telephone no. and E-mail ID	Name : Designation : Landline No.: Cell No. : E-mail ID :
	Details of cash vans services supplied in last one year (Ref. no, date of order and quantity with photo copy of orders)	

Authorized Signatory

MANDATORY QUALITATIVE REQUIREMENT OF THE SERVICE PROVIDER
(Proof of the same is to be enclosed in Technical bid)

1. The service provider / Agency should be in the field of outsourcing of cash vans to Nationalized Banks for not less than three years.
2. The certificate of efficiency and services etc. from the banks where these cash vans are engaged must be submitted.
3. The service provider / Agency should have their own office in Bangalore. The company should have effective machinery for supervision to exercising better command and control over their staff, service engineers and technicians.
4. The service provider should be ISO 9001:2008 complied.
5. The Agency/service provider must be registered under Sales Tax & Central Excise Department, Provident Fund Act, ESI Act and Shops and Establishment Acts also. Copy of registration papers along with code number allotted to the agency / company should be furnished.
6. The Agency/service provider should have annual turnover of Rs. 5 cr. in Supply/services of Cash Vans. Copy of balance sheet and profit and loss account should be submitted.
7. The Agency/service provider should have running contracts at least in 03 Nationalized Banks during the last two years.
8. The Agency/service provider should have streamlined procedure for the verification of antecedents of their crew/staff from the civil / police authorities.

DECLARATION

- (a) I / We have read the instructions appended to the Performa and information given in annexure I, and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Bank of Maharashtra, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
- (b) I / We agree that the decision of Bank of Maharashtra in selection of Service providers will be final and binding to me / us.
- (c) I / We undertake to submit Police verification and Medical Fitness Certificate of all the staff.
- (d) I / We declare that the drivers of the vehicle will possess valid driving licenses.
- (e) I / We will provide a new cash van vehicle with good communication system for the cash van. The vehicles will be fitted with GPS system and the monitoring will be done on a continuous basis. Monthly report/print out/backup of the same would be submitted on demand.
- (f) I / We will fully indemnify the bank against any loss to the tune of maximum Rs 5 Cr. and accordingly submit the copy of the policy.
- (g) Statutory norms like Minimum wages act; work man compensation act, EPF, ESIC & Third



party insurance and insurance cover for the staff and property will be undertaken by us. Any other requirement made mandatory by the Bank/Govt. machinery will be complied by us. A monthly certificate on compliance of the above for the previous month will be provided along with the monthly bills.

(h) The cash van provided will be mechanically fit for cash van duty and tie up for servicing / vehicle maintenance with authorised dealers will be done by us.

(i) The modifications of the cash vans will be in line with the specification laid down as per Bank's guidelines.

(j) We agree to provide the following staff per cash van:
(a) Driver –One (b) One Loader (c) Two Armed Guard

(k) The vehicle will have all mandatory security equipment fittings such as alarm system, fire extinguishers, CCTV, GPS, Tubeless Tyres etc.

(l) The cash van will have RTO passing and valid registration for commercial activity.

(m) All the laws applicable to Union, State and local laws, ordinance, regulations and codes will be complied with.

(n) All the information furnished by me hereunder is correct to the best of my knowledge and belief.

(o) I / We agree that I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

(p) I / We understand that the quantity of cash vans is approximate only and it may decrease or increase from the requirement quoted.

(q) Back up cash van will be provided within 2 hrs. in case the cash van develops any fault.

Signature:

Name & Designation:

Seal of the Service Provider / Company:

Place:

Date:



SPECIFICATONS OF CASH VANS

- | | | |
|-----|--------------------------------|--|
| 1. | Structure | 1.6 mm CRCA sheets |
| 2. | Paneling | 1.0 mm CRCA sheets |
| 3. | Doors | Four doors on sides with winding glasses.
Rear door with fixed glass of size 12" x 9" |
| 4. | Cash Compartment | Full partition behind second seat with lower half fully closed and 1"x1" mesh for upper half. Aluminium chequered plate for flooring. MS sheet for interior sides and roof, collapsible gate at rear door with locking hooks at two places. 2 X chains with locking hooks for chaining the cash containers to body of the vehicle. |
| 5. | Electrical | 2 X Fog lights 2 X Halogen high power Headlamps. |
| 6. | Dimensions | Cabin clear height 53". [On extended chassis] |
| 7. | Equipment | (a) Alarm System with three distress switches and remote switches at co-driver, seat behind the driver and in cash compartment. One magnetic door switch and one motorized siren.
(b) One DCP 2 kg. Fire extinguisher.
(c) CCTV for cash cabin.
(d) GPS tracking system with monitoring facility by Bank & Service provider |
| 8. | Spare tyre | To be mounted on roof on separate bracket. |
| 9. | Mesh covers | 1" x 1" wire mesh removable covers for front wind shield glass and rear fixed glass. |
| 10. | Alarm and Communication System | The cash van to be equipped with an alarm system with 02 panic switches one at co-driver seat and the other one at seat behind the driver's seat with a hooter. Alarm system should have GSM based auto dialer. |
| 11. | GPS System | The cash van to be equipped with a GPS Tracking System, having facility for Live monitoring. |
| 12. | CCTV | The Service provider should install mobile DVR (4- Channel) along with one IR cameras with 30 days recording capability in the vehicle. |



Annexure-VIII

**AGREEMENT OF CONTRACT FOR CASH VAN SERVICES AT
BANK OF MAHARASHTRA, BANGALORE ZONE**

Address: Bank of Maharashtra Bangalore This

Agreement is entered on the _____ day of _____.

BETWEEN

Bank of Maharashtra, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Zonal Office at No. 15, Police Station Road, Basavanagudi, Bangalore – 560085 (Karnataka State) hereinafter referred to as the 'Bank' which expression unless repugnant to the context or meaning thereof shall include its Successors and assigns of the First part

A n d

M/s _____, with regd. Office at _____ (herein after referred service provider) which expression shall, wherever the context so permits, mean and include its successors and assigns) of the second part.

WHEREAS

A) The bank is engaged in the business of banking and is desirous of strengthening its cash remittance services between its various Branch Offices, Currency Chests as well as its clients.

B) The Service Provider (Cash van) is engaged and experienced in the business of assisting banks and others in such cash remittance and wishes to offer its services to the bank.

IT IS NOW AGREED BETWEEN THE PARTIES HERETO AS Follows:-

1. Period of the Agreement

This agreement shall come into effect from _____ (date) and continue to be in force for a period of 36 months up to and inclusive of _____ (date) or its sooner determination in terms hereof with year to year review.

2. The Services.

The SERVICE PROVIDER agrees to provide to the Bank its customized Cash Vans (CCVs) with drivers and armed Security Guards and in each of cash van for cash remittance as may be requested and authorized by the Bank to SERVICE PROVIDER from time to time in the manner and on the terms and conditions hereinafter set out and the Bank agrees, on the basis of the representations and undertakings made by the SERVICE PROVIDER as stated hereinafter, to avail the service from the SERVICE PROVIDER. The services of cash vans will be provided for 8 hours daily and the kilometer per vehicle will be 2500 kms per month on daily cumulative basis. Services provided in excess of these limits will be charged extra as per rates agreed between the Bank and SERVICE PROVIDER.



3. The Service Provider's representations, Undertakings and Covenants:

3.1 The SERVICE PROVIDER represents that it will comply with all legal requirements (including statutory and regulatory requirement) and obtains such licenses, approvals and consents, if any, prescribed/required under any law/rules/regulations, and keep them valid.

3.2 The SERVICE PROVIDER represents that it is adequately equipped, in terms of infrastructure, manpower and expertise to provide the Services and undertakes to provide the services all the time during the period of this agreement.

3.3 The SERVICE PROVIDER agrees that the personnel including its Owner(s), director(s), partner(s), employee(s) engaged by the SERVICE PROVIDER in relation to the Service will be the sole responsibility of the SERVICE PROVIDER as to their costs and consequences arising out their engagement or conduct. It is understood that the Bank shall not be liable to pay any remuneration or compensation to the SERVICE PROVIDER or any of the personnel (including its owner(s), director(s), partner(s), employee(s) and any representatives) engaged by the SERVICE PROVIDER in relation to the service expect the fee payable to the SERVICE PROVIDER.

3.4 The SERVICE PROVIDER shall ensure that:-

(i) The CCVs shall be placed at the time and place appointed by the First Party fully equipped and fit to perform duties. Timings and place will be laid down in the approval letter.

(ii) The driver of the CCV and the armed security guards will be properly verified by the local police. They should carry tamper proof photo identity cards issued by the SERVICE PROVIDER and wear prescribed uniform. A copy of the police verification report will be provided to the bank in respect of all drivers and Loaders provided by the SERVICE PROVIDER. It will be the responsibility of the SERVICE PROVIDER to ensure that the drivers follow all the rules and regulations laid down by the RTO authorities.

(iii) At no. point, time during the prescribed duty Hours, drivers and guards will leave their place of duty, The SERVICE PROVIDER shall arrange to send a relief/substitute who also be a person duly verified by the police.

(iv) The SERVICE PROVIDER shall provide a "Checking Register" with each CCV site for the purpose of checking carried out by the SERVICE PROVIDER and First Party authorities.

3.5 The SERVICE PROVIDER shall undertake as under:

(i) Maintain up-to-date record of all drivers/guards as Per Shop & Establishment. Act and will discharge all obligations under various labour laws viz EPF Act, ESI Act, Gratuity, Bonus Act, Workmen's Compensation Act, Contract labour Contract labour (Regulation & Abolition Act) etc. or under any other State/ Union Legislation in respect of drivers/guards engaged by the SERVICE PROVIDER.

(ii) Take full responsibility of all acts of commission and/ or omission by their drivers/ guards or any injury or mishap caused during the course of transport or during rendering the services and will meet all liabilities arising out of such situations.



(iii) Change the driver/ loader immediately on instructions from the First Party if the performance of a particular driver/guard is not acceptable or found physically/medically unfit and decision of the First Party shall be final in this regard.

(iv) **Be absolutely responsible for the payment of Salary, all other statutory obligations for drivers/guards (or their dependents), on account of salary/wages, bonus, arrears, employment/ termination benefit, compensation or other claim whatsoever under Workmen's Compensation Act or any other law and the First Party has no connection in relation to such matters.**

(v) In case of any mishap/ injury sustained by the Driver/guard of whatsoever nature (minor/major/fatal including death during the course of their duty) the responsibility of granting compensation, if any, on that count will be that of the SERVICE PROVIDER and not of the First Party.

(vi) If for any reason, compensations, costs, etc, are Paid by the first party, the same shall be reimbursed by the SERVICE PROVIDER to First Party without any demur, with interest at the rate as applicable for clean advances.

(vii) In the event of theft, robbery, dacoit or pilferage of the First Party's property or materials, the SERVICE PROVIDER shall actively assist the First Party for the investigation of the case and if negligence/ collusion of drivers/guards, is established, such loss due to theft etc is to be made good by the SERVICE PROVIDER. SERVICE PROVIDER agrees to indemnify such loss, irrespective of the fact that such risk might have been insured.

(viii) Furnish the names and permanent and local Addresses of the drivers and security guards being posted for the above purpose of the drivers and security guards being posted for the above purpose from time to time along with their latest photographs, thumb impression and signatures.

(ix) Furnish the proof of having paid the wages, Provident fund contributions and other legal liabilities to the driver(s) and security guard(s) engaged by them, within one week of the disbursement of wages to them. If proof is not tendered, the First Party may not reimburse the payment due to the SERVICE PROVIDER.

CCV provided by the SERVICE PROVIDER should meet the following criteria:

4.1 Comprehensive insurance/Third Party Insurance of CCV against risk must be available. Vehicle must be roadworthy.

4.2 It should be Brand New Vehicle, Jeep Chassis on the date of commencement/ renewal of the agreement.

4.3 Adequate space for keeping currency boxes and seating arrangements in middle section of one guard and cash crew of the Bank and with one guard with weapons to sit in the co-driver seat on the front side (Vehicles will re-modified as per suitable designed given by the Bank)

4.4 Vehicle should contain adequate fuel and be available at minimum notice as per timings laid down by the bank.



- 4.5 All glass panes and windscreen should be covered with iron grill or wire mesh.
- 4.6 All doors should have double locks i.e. one from inside and other from outside.
- 4.7 Alarm system with siren should be fitted with activation points for the guard, driver and rear cabin.
- 4.8 It should have adequate arrangements of chaining of cash boxes to the body of the vehicle.
- 4.9 Cash van should have a fire extinguisher and a first aid box.
- 4.10 Cash Van should be provided with a functional cellular/mobile phone and connected to Mobile tracking system.
- 4.11 CCV should have a secure partition between cash crew cabin and cash box area with dual locking arrangement.
- 4.12 CCV should have adequate portholes for observation and use of weapons by guards.
- 4.13 CCV should have anti-theft/ burglary central locking system for side and rear doors.
- 4.14 Easy maneuverability in narrow lanes and congested areas, where applicable.
- 4.15 Should confirm to local laws stipulated by transport department and other government bodies as well as pollution norms.
- 4.16 CCV should be fitted with GPS monitoring systems and CCTV cameras for cash boxes area.
- 4.17 Back up cash van will be provided within 2hrs in case the cash van develops any mechanical fault.

Relationship

It is agreed and understood by the parties that neither the SERVICE PROVIDER nor any of the personnel engaged by the SERVICE PROVIDER for the purpose of the service (including its owner(s), director(s), partner(s), employee(s) and representative(s) shall have employee employer relationship with the bank.

5. The Service Provider's Indemnity and Assurance

5.1 The SERVICE PROVIDER hereby expressly agrees to indemnify the Bank and its official and keep the Bank and its officials indemnified against all loss, liability or obligation arising out of its conduct or that of any of the personnel (including its owner(s), director(s), employee(s) and representative(s) in connection with the service and this agreement.

5.2 The SERVICE PROVIDER shall take and service the policy of Fidelity insurance in respect of cash in transit and crew as per law. Provided and comprehensive 3rd party insurance for CCV at its own cost and furnish a copy to the bank.

6. In case on any day/during any period of the agreement the SERVICE PROVIDER fails to provide CCV or the guard, the Bank will remit the cash under own



arrangements, and double the pro rata charges will be debited from Service Provider's bill every month.

7. The Bank's Covenants

7.1 The Bank shall in consideration of the services, Pay to the SERVICE PROVIDER charges indicated in para 7.2 and the following : (Also see Note at the end)

- i) Type of Vehicle - Mahindra Maxi Truck/Bolero
- ii) Number of vehicles - Two
- iii) Meterage to be covered per month 2500 Kms. Per vehicle.
- iv) Staff to be provided – One Driver and one loader/helper and Two Armed Guard Per vehicle.

7.2 Charges to be paid would be Rs /- plus Rs for vehicle tracking system (Rs. only) per month up to 2500 Kms duty per month per vehicle. Additional charges for **duty hours** will be @ Rs. /- per km on monthly cumulative basis. Additional charges for duty hours beyond ... hrs would be @ Rs. /- per head (Driver / Armed Security Guards) per hour. Service tax as applicable will be paid extra. Rate for night halt outside nodal station shall be @ Rs. /- per night extra.

7.3 The charges payable are all inclusive and no other expense would be reimbursed to the SERVICE PROVIDER. Rates include all other taxes, levies, cell phone charges, fuel charges, insurance premium/ salaries /wages etc to be paid to the Govt. or any other body's drivers or guards provided with CCV.

7.4 The Bank shall not be liable to pay to the SERVICE PROVIDER any amount (whether by the way of compensation, remuneration, reimbursement or otherwise), other than the fees as mentioned in para 7.2 above, in relation to the service provided by PAS.

7.5 The distance will be calculated from Nodal Branch Office/ Currency Chest or the Initial Reporting Point to place of work only, Distance covered from SERVICE PROVIDER's depot or overnight parking place to the Initial reporting point will not be included. Similarly, any meterage spent for repairs etc or any other work not assigned by the controlling/Designated Officer of the Bank will be EXCLUDED. A proper logbook will be maintained for each CCV. Each page will be initialed by the driver of the SERVICE PROVIDER and designated officer of BO Daily. Monthly summary will be signed by the Branch Incumbent and Authorized Officer of the SERVICE PROVIDER and presented to the Paying authority along with the Monthly Bill.

7.6 No extra meterage or additional working hours.(I.e. beyond 200 hrs. per month) is permitted except with the prior and written sanction of the Branch Incumbent, Delays on account of breakdowns due to external events such as accidents, road blocks, unusual traffic jams or work assigned by the vendor will be EXCLUDED while working out the total hours done. Time of reporting and time of dispersal will be recorded daily and initiated by the Designated Official of the BO for cash remittance.

7.7 Payment will be made by the Bank within 7 working days of the presentation of the Bill. There will be no enhancement in rates/charges during the validity period of the present agreement No other charges shall be payable to the SERVICE PROVIDER, except the agreed amount.



8. Rate Renewal

Rate per cash van shall be increased @ 5% per year in case the contract is renewed by the first party.

9. Non Exclusive Agreement

It is expressly agreed and understood between the parties hereto that this agreement is on nonexclusive basis and the SERVICE PROVIDER does not have any exclusive right to provide the said services set out herein to the Bank and that the Bank is free to engage as many companies/ firms, whether similar or otherwise, to provide such services and enter into agreements with any other person, Firm, Company, Organisation, as may be deemed fit by the Bank.

10. Publicity

The SERVICE PROVIDER, its employees, representatives etc shall not use the name, trademark and/or logo of the bank in any sales or marketing publication or advertisement or in any other manner.

11. Miscellaneous

11.1 The Bank may amend this agreement by giving a notice of one month of such amendment to the SERVICE PROVIDER, on the address first stated above.

11.2 The Bank shall have a right to terminate this agreement any time without assigning any reason whatsoever. On such termination, the First Party will have right to get service from other Agencies or make such alternate arrangements, as it deem fit without any let or hindrance and if termination is caused due to any default or non-performance or unsatisfactory performance of SERVICE PROVIDER. SERVICE PROVIDER shall be liable to pay damage being the extra cost to be incurred by the First Party. SERVICE PROVIDER shall reimburse the amount claimed by the First Party immediately after demand.

11.3 This agreement shall stand terminated in the event of:

(i) Any of the SERVICE PROVIDER representation and undertakings being or becoming incorrect or untrue.

(ii) Breach by the SERVICE PROVIDER to observe any of the terms and conditions contained herein or under any of the letters of request and authorization issued by the Bank in pursuance hereof or under any other agreement entered by the SERVICE PROVIDER of any of its personnel (including its owner(s), director(s), partner(s), employee(s) and representative(s) and

(iii) Insolvency or bankruptcy of the SERVICE PROVIDER or any of its personnel (including its owner(s), director(s), partner(s), employee(s) and representative(s).

12. **Continuation of Service.** In the event of expiry / termination of contract the service provider agrees to continue its service on the same terms and conditions and remuneration till appointment of new service provider by the bank.



unless written permission by the Bank.

12.2 The Bank may assign its rights and obligations hereunder in its sole discretion.

IN WITNESS WHEREOF the parties hereto have executed these

Present the _____ day _____ month and
_____ year first hereinabove written.

For the Bank

For the SERVICE PROVIDER

For

For & on behalf of (FIRST PARTY)

M/s

(SECOND PARTY)



NON - DISCLOSURE AGREEMENT

This Confidentiality cum Non-disclosure Agreement is entered into at _____ on this day _____ of year, between _____ (Insert Name of the Bidder) a company Within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called "Bidder") and Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1501, 'LOKMANGAL', Shivajinagar, Pune - 411 005 (herein after referred to as 'BOM' or "Bank"). The Bidder and BOM had discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated ----- (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witness:

1. Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Confidentiality

(a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

(b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names,



customer information and business information of the 'Disclosing Party'.

Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance; and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

3. Limit on Obligations : The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- (a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- (b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- (c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- (d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- (e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

4. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

5. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)



MIS____(BOM) Attn :_____Attn

6. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive forever following the term of the Agreement dated

(a) Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

7. Damages: The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

8. Miscellaneous:

(a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.

(b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees.

(c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

15. The obligation under this agreement will survive after the expiry / termination of the contract.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

Signed by the within named The Bank, Bank of Maharashtra

For and on behalf of Bank of Maharashtra

Through its authorized signatory

Signed by the within named For and on behalf of through its authorized signatory

Witnesses:

1. Manager (Security)
Bank of Maharashtra
Zonal Office, Bangalore.

