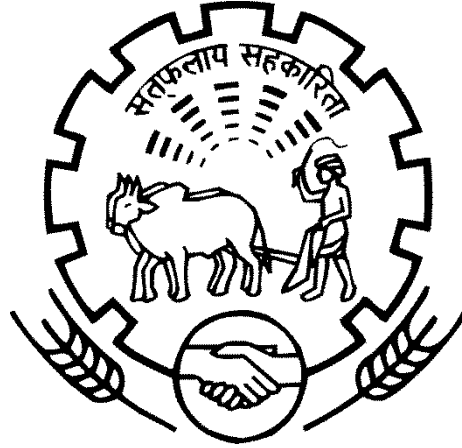


REQUEST FOR PROPOSAL (RFP) FOR

**Appointment of Information Technology Consultant for
"Core Banking, allied systems, & private cloud implementation"**

Ref No: MSCB/ITD/Consultant CBS/02/2017-18



Cost of Tender Document: Rs.5000/- per Copy

**The Maharashtra State Co-operative Bank Limited
(Incorporating The Vidarbha Co-op Bank Ltd.)**

Sir Vithaldas Thackersey Memorial Building,
9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai 400001.

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1. Tender Highlights

Document Reference	MSCB/ITD/Consultant CBS/02/2017-18
Price of Tender Document (Non Refundable)	Rs.5000/- by Cash or Demand Draft Only
Date of Commencement of Sale of Document	Monday 3-Apr-2017
Queries from bidders	Tuesday 11-Apr-2017 up to 5:00 p.m.
Pre Bid Meeting (If required)	Wednesday 12-Apr-2017 at 3:00 p.m.
Last date of submission	Tuesday 25-Apr-2017 up to 3:00 p.m.
Date of Technical Bid Opening	Tuesday 25-Apr-2017 at 3:30 pm
Date of Presentation	Wednesday 26-Apr-2017
Date of Financial Bid Opening	Will be communicated to vendors by email
Address for Communication	Manager, IT Department, The Maharashtra State Co-operative Bank Limited, Sir Vithaldas Thackersey Memorial Building, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai 400001.
Contact Telephone Numbers	022-22046331 / 22800502
FAX Numbers	022-22042484 / 22043421
Email Communication	vsumbarje@mscбанк.com mscbcbs.consultant@gmail.com

Terms and Conditions, eligibility criteria and procedure for submission of Bids are given in the tender document. The Tender document may be obtained by paying a non-refundable fee of Rs. 5,000/- (Rupees Five Thousand only) in cash or in the form of demand draft in favor of “**The Maharashtra State Cooperative Bank Ltd, Mumbai**” payable at Mumbai, from the office of The Manager, Information Tech. Dept. of the Bank during office hours between 11.00 am to 17.00 pm. The same can also be downloaded from the official website of the MSC Bank. (www.mscбанк.com) and must be submitted along with non-refundable fee of Rs.5,000/- (Rupees Five Thousand only) in the form of Cash or deposit electronically in NEFT Account No 11703/3377 (IFS Code – MSC10082002, title of account – Other receipts account) or by demand draft in favor of “The Maharashtra State Co-operative Bank Ltd, Mumbai” payable at Mumbai in a separate envelope.

Date: 03-04-2017

Place: Mumbai

Pramod Karnad

Managing Director

Note:

- In case the date mentioned in above schedule happens to be a public holiday, or the Bank remains closed for any reason, the activity would be shifted to the next working day.

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2. Disclaimer

The information contained in this RFP or subsequently provided to interested parties, whether verbally or in documentary form by or on behalf of the Bank by any of their authorized employees or advisors or consultants, is provided to the Bidders based on the terms and conditions set out in this RFP only and any other terms and conditions subject to which such Information is provided.

This RFP is not an agreement and is not an offer by the bank to any other party. The purpose of this RFP is to provide the Bidders with information to assist the formulation of their bid for short listing and final selection for appointment as Consultant for Core Banking, allied systems, & private cloud implementation. Each Bidder, if so required may approach the bank for any further information. However, the bank is not obliged to furnish any part or whole of information sought by the Bidders.

The bank may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information including the qualification process in this RFP at any time including prior to submission of the bids.

The bank reserves the right to accept or reject any or all Applications and qualify or disqualify any or all applicants without giving any reasons. The bank will not entertain any claim for expenses in relation to the preparation of RFP submission.

3. About MSC Bank

The Maharashtra State Co-operative Bank (hereafter referred as "the Bank") is a premier State level co-operative institute established in 1911. It is rendering services to its increasing number of clientele in more diversified and multifarious bank services and facilities over last 10 decades and has established itself as a leader of co-operative movement in the State of Maharashtra. It is in continues process of helping the economic development of rural Maharashtra through its 6 Regional Offices and 44 Branches in the State.

The main business of the Bank can be classified as direct financing to the District Central Co-operative Banks, Co-operative Societies engaged in various fields like Sugar Production, Marketing, Spinning Mills, various types of agriculture processing units; direct financing to some State Level and National Level Co-operatives and refinancing through three-tier system

The Maharashtra State Cooperative Bank Ltd.

i.e. the Bank at apex level, DCC Banks at middle level and Primary Agriculture Co-op Societies at the grass root level.

Current technological landscape of the Bank

The Bank initiated the process of computerization of its operations in a phased manner starting in 1998-99. At present the Bank has fully computerized environment with successfully running CBS (Core Banking Solution). The Bank has a sophisticated Data Center and DR site.

The bank is direct member of NFS and is live on Rupay ATM, POS and ECOM services.

Applications	Vendor	All Branches or Partial	Implemented in DC and DR both	Integration with CBS
CBS	Infrasoft	All Branches	Yes	-
ATM Switch	Infrasoft	-	Yes	Yes
Treasury	3i Infotech	HO	No	No
RTGS/NEFT	IFTAS	All Branches	No	Yes
HRMS	P2B	Yes	No	No
CCIL Applications	CCIL	HO	Yes	No
AML (Anti Money Laundering)	Infrasoft	Yes	No	Yes
ALM (Asset Liability Management)	3i Infotech	CPID	No	No
RAM (Risk Assessment Module)	CRISIL	All	No	No
SWIFT	SWIFT	IBD (International Banking Division)	No	No

4. Tender Objective

The Bank intends to implement a new state-of-the-art CBS with complementary infrastructure. Towards this end, the Bank intends to avail services of IT consultant to strategize, plan, & drive the execution of it's below mentioned goals.

- 1) MSC Bank to have state-of-the-art CBS (Core Banking Solution) encompassing Retail Banking, Wholesale Banking, Treasury, Asset Liability Management (ALM), Forex, and Anti Money Laundering (AML), etc.
- 2) MSC Bank to have state-of-the-art Virtualized infrastructure with failover mechanisms in terms of DR (Disaster Recovery) & BCP (Business Continuity Process) to achieve maximum operational efficiency.
- 3) MSC Bank to be on par with other commercial banks in terms of Digital Channels. Example: Internet banking, Mobile banking etc.
- 4) To enable MSC Bank to extend services to DCCBs, PACS, and Sub-members including but not limited to the following: eKYC, CTS (Cheque Truncation System), RTGS, NEFT, Infrastructure-as-a-Service, etc.
- 5) MSC Bank to have advanced reporting engine which provides 360 degree view of the entire CBS. It should provide all the regulatory as well as ad-hoc reports required by the Management and various Departments of the Bank.

5. Detailed Scope of Work

Following is the detailed set of responsibilities of the Consultant. The consultant is expected to advise/assist the bank in technical matters over & above the scope mentioned below.

- 1) To perform functional study of the Bank and prepare Business Requirement Documents (BRD) for CBS implementation with integrated Treasury, Asset Liability Management (ALM), Forex, and Anti Money Laundering (AML), Internet Banking, Mobile Banking etc. keeping in mind the current industry trends, practices, and goals of the bank. The consultant is expected to identify gaps in the current processes and improve upon them through optimization and automation.
- 2) To prepare High Level and Low Level System Architecture Document from Infrastructure (Server, Storage and Networking, Security) and Software perspective.
- 3) To assist the Bank during the Infrastructure (Server, Storage and Networking, Security) procurement and implementation cycle.

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- 3a) To identify infrastructure requirements at DC, near DR, far DR sites and prepare Infrastructure Requirement Document.
- 3b) To perform infrastructure sizing keeping in mind requirements, regulations, and goals of the Bank.
- 3c) To assist the Bank in setting up/installing virtualization and private cloud. The goal is to achieve better operational efficiency, provide Infrastructure-as-a-Service (IaaS) to DCCBs, UCBs and PACs etc.
- 3d) To assist the Bank in preparing RFP documents (Request for Proposal) /Tender (technical, commercial specification) for procuring infrastructure (Server, Storage, Network, UPS) at the DC, near DR, far DR, and Vendor evaluation.
- 3e) To assist the Bank in setting up/installing and monitoring the required infrastructure.
- 3f) To prepare checklist for post installation verification/testing and do hand-holding of the Bank during testing phase.
- 3g) To carry out inspection of hardware (before and after procurement).
- 4) To prepare a comprehensive BCP and DR strategy and process document from Infrastructure and Application perspective. (This document should encompass Minimum RPO, Minimum RTO requirement for the bank. It should also enlist steps for DR drill and reverting from DR to DC.)
- 5) To assist in procurement / optimization of licenses (software and hardware)
- 6) To assist during entire Software procurement cycle for all the required softwares (system, application) including but not limited to CBS.
 - 6a) To assist in tender preparation for all the required softwares.
 - 6b) To review and confirm SRS (Software Requirement Specification) prepared by the CBS vendor.
 - 6c) To assist MSC Bank during entire CBS implementation with all delivery channels (Internet Banking, and Mobile Banking etc.).
 - 6d) To monitor CBS data migration activity and perform migration audit and submit a reconciliation report for the same.
 - 6e) To monitor training of IT and Business teams of MSC Bank during CBS implementation.
 - 6f) To assist MSC Bank Business users and IT team during UAT phase of all modules and functionalities.
- 7) To prepare and provide manuals and documents in Softcopy and Hardcopy format including but not limited to the list given below.

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- 7a) Business Requirement Documents (BRD) for CBS implementation with integrated Treasury, Asset Liability Management (ALM), Forex, and Anti Money Laundering (AML), Internet Banking, Mobile Banking etc. keeping in mind the current industry trends, practices, and goals of the Bank.
- 7b) Gap analysis document prepared after identifying gaps in current process of the Bank.
- 7c) High level and low level system architecture document from infrastructure (Server, Storage and Networking, Security) and Software perspective.
- 7d) Infrastructure upgradation document
- 7e) BCP & DR policy document, SLA requirement document
- 7f) Revamp IT & IS policy document
- 7g) Non-functional requirement document (Availability, Scalability, Reliability, Security etc)
- 8) To assist the Bank in AMC finalization and SLA preparation for each software and hardware vendors including but not limited to CBS.
- 9) To assist and review technology related policy documents eg. IT & IS policy (Revise bank's existing IT policy), System functional and non-functional requirements.
- 10) To assist the Bank in process of acquiring various licenses eg. Internet Banking, E-KYC, C-KYC on-boarding process etc.
- 11) Bank has acquired Mobile Banking license. Mobile Banking solution has to be implemented within 6 months i.e. by September 2017. The consultants are expected to guide Bank and its IT team in implementation of the Mobile Banking solution.
- 12) To assist the Bank in migration of existing payment channels (ATM, RTGS/NEFT), as well as implementation of new payment channels (Internet Banking, Mobile Banking, E-wallet etc).
- 13) To participate in weekly conference call (also revert on email) to discuss and review technical, functional issues with the Bank's IT team, Senior management, Vendor, and any Third party concerned. If and when required consultants are expected to visit the Bank's Head Office, Branches, Regional Offices to have discussion on issues concerning the Bank.
- 14) To provide advisory views in important office notes/proposals pertaining to IT department including major payment notes and procurement proposals during the CBS implementation phase.

6. Evaluation Criteria

6.1. Eligibility Evaluation

Note – All the documents related to eligibility evaluation should be submitted in the Technical Offer

Sr. No.	Eligibility Criteria	Document's Required
1	Bidder should be a Government Organization / PSU / PSE / Private / Partnership Firm / Proprietary Firm or a Limited Company registered under Indian Laws.	Adequate documentation such as Registration, Certificate of Incorporation, Article / Memorandum of association etc.
2	Bidder should be in existence for five years as on the date of the RFP. (In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier / original Partnership Firm / Limited Company can be taken into account)	Adequate documentation like registration, certificate of incorporation, Article / Memorandum of association etc. Name change and date of establishment docs, ROC document
3	Should have turnover from consultancy business INR 25 Crore for last three Financial Years i.e. 2013-14, 2014-15, and 2015-16 from Indian operations.	A copy of last three financial year's relevant audited balance sheets and profit & loss statements should be submitted with the offer. Certificate from the auditor to that effect should be provided.
4	Should have a positive net worth for the last three Financial Years i.e. 2013-14, 2014-15, and 2015-16 from Indian operations.	Net worth Certificate duly signed by the auditor should be attached.
5	Should have made profits after taxes for minimum 2 (two) preceding years out of last three years i.e.2013-14, 2014-15 & 2015-16.	A copy of last three financial year's relevant audited balance sheets and profit & loss statements should be submitted with the offer. Certificate from the auditor to that effect should be provided.
6	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body in India.	Self-declaration to this effect should be submitted.
7	Should have prior experience in performing	Credential letter / experience

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	end to end consultancy services comprising but not limited to IT strategy formulation, CBS business & software requirement specification, Infrastructure upgradation & private cloud strategization.	certificates / copy of purchase order or work order or notification of award / copy of engagement contract from Scheduled Commercial Bank or Co-operative Bank or Private Sector Bank in India for COMPLETED OR ON-GOING projects would be considered.
8	Should have prior experience in performing engagements in handling core banking implementation and migration or Upgradation.	Credential letter / experience certificates / copy of purchase order or work order or notification of award / copy of engagement contract from Scheduled Commercial Bank or Co-operative Bank or Private Sector Bank in India for COMPLETED OR ON-GOING projects would be considered
9	Should have prior experience in performing engagements for comprehensive project governance and management.	Credential letter / experience certificates / copy of purchase order or work order or notification of award / copy of engagement contract from Scheduled Commercial Bank or Co-operative Bank or Private Sector Bank in India for COMPLETED OR ON-GOING projects would be considered.
10	The bidder's employee profile should have exposure in Scheduled Commercial Bank or Co-operative Bank or Private Sector Bank in India. The resources should have provided services such as consultancy / delivery / implementation / project management etc.	Self-declaration with the details of Bank's name, phone number, concerned person details, and project tenure should be mentioned by the bidder along with the people's name and contact details. (Bank will verify).

6.2. Technical Bid Evaluation

Sr. No.	Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
1	Credentials	Should have prior experience in formulating CBS	20	* 5 marks per Co-operative Bank (Minimum 1 bank, Maximum 2 banks).

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		business requirement & software requirement specification. Experience in CBS implementation, migration, and upgradation. Experience in CBS vendor evaluation and selection.		<p>* 2.5 marks per Scheduled Commercial Bank (Minimum 1 bank, Maximum 2 banks)</p> <p>* 2.5 marks per Private Sector Bank (Minimum 1 bank, Maximum 2 banks)</p>
2	Credentials	Should have experience in infrastructure sizing, implementation, and upgradation. Experience in setting up Private Cloud.	15	<p>Below is the scoring methodology for Sr. No. 2 and 3:</p> <p>* 2.5 marks per Scheduled Commercial Bank (Minimum 1 bank, Maximum 2 banks).</p> <p>* 2.5 marks per Co-operative Bank (Minimum 1 bank, Maximum 2 banks)</p> <p>* 2.5 marks per Private Sector Bank (Minimum 1 bank, Maximum 2 banks)</p>
3	Credentials	Experience in IT strategy formulation, project governance, and management.	15	<p>* 2.5 marks per Co-operative Bank (Minimum 1 bank, Maximum 2 banks)</p> <p>* 2.5 marks per Private Sector Bank (Minimum 1 bank, Maximum 2 banks)</p>
Sub Total			50	
<p>The bidder should have a pool of resources in the fields of work mentioned below. The resources should have worked in the respective areas for at least one Scheduled Commercial Bank or Co- operative Bank or Private Sector Bank in India.</p> <p>The areas of expertise are:</p>				
4	People	CBS Business Requirement Documentation, implementation, upgradation, and migration.	10	<p>Below is the scoring methodology for Sr. No 4 to 6:</p> <p>5 Marks per resource having corresponding experience in Scheduled Commercial Bank or Co-operative bank or Private Sector Bank (Minimum 1 resource, Maximum 2 resources)</p>
5	People	Infrastructure implementation, upgradation, and Private cloud setup	10	
6	People	<p>IT Strategy formulation with emphasis on:</p> <ul style="list-style-type: none"> • BCP & DR policy • Digital payment channels implementation and Upgradation 	10	

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		<ul style="list-style-type: none"> Information Security policy 		
Sub Total			30	
7	References from the existing customers	<p>The consultant should have assisted in the sourcing of following scopes in the Scheduled Commercial Bank or Co-operative bank or Private Sector Bank:</p> <p>A) CBS implementation, upgradation, and migration</p> <p>B) Infrastructure implementation, upgradation, & private cloud set up.</p> <p>C) IT strategy formation.</p>	10	Subjective Evaluation. Please note that if the site visit report received from a bank / customer is negative the Bank will have the right to outright disqualify the vendor. References provided should be those of recent clients (Within 3 years).
Sub Total			10	
8	Technical Presentation and Quality of proposal	<ul style="list-style-type: none"> In technical presentation bidder is expected to present their plan for CBS implementation, Infrastructure upgradation, and private cloud set up for the Bank Quality of the proposal 	10	Subjective Evaluation based on the Bank's perception of the quality and applicability of the proposal.
Sub Total			10	
Total			100	

Note:

- Minimum qualifying score will be 70% plus the eligibility criteria will also be taken into consideration.
- The bidder is required to provide documentary evidence for each of the above criterion and the same would be required on the respective client's letter head in case of credentials.

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- Only eligible bidders will be qualified for the participation in the reverse auction for commercial.

6.3. Commercial Bid Evaluation

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- If there is a discrepancy in the total, the correct total shall be arrived at by bank
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- The bank shall not incur any liability to the affected bidder on account of rejection.

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- The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

6.4. Final Evaluation - Weighted Techno-Commercial Evaluation

The score(s) will be calculated for all technically qualified bidders using the formula:

(Minimum Commercial Quote / Quoted Price) x 30% + (Technical Score / Highest Technical Score) x 70%

- Technical will carry 70% weightage and Commercial will carry weightage of 30%
- Highest scores so obtained using the above method shall be declared L1.
- In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared L1 bidder.
- Bidder whose is declared L1 will be called for negotiation before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder.

The L1 vendor shall be decided on the basis of the Techno-Commercial evaluation as mentioned in the RFP document.

If any vendor fails to quote against any of the services sought by the Bank, it will be presumed by the Bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the vendors later and such services have to be provided to the Bank without any extra cost along with all other services.

7. Terms and Conditions

- The vendors are advised to study all technical and commercial aspects, instructions, forms, terms and specifications in the tender document carefully. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the vendors risk and may result in the rejection of the bid.

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- The quotations shall be submitted strictly in conformity with the specifications given in this tender document and as per mandatory response format. The tenders not submitted in the prescribed format or incomplete in any manner are likely to be rejected
- The Bank is not responsible for non-receipt of quotations within the specified due date to any reason including postal delay or holidays.
- Technical bid would be opened first. The bank reserves the right not to process the Commercial Bids in case the Technical Bid is found to be unsuitable / not fulfilling the requirements as specified in the tender document.
- The price quoted should be base price plus of all applicable taxes which are to be quoted in a separate column.
- The bank reserves the right to alter the requirements specified in the RFP for any reasons prior to the last date of submission of RFP.
- **Earnest Money Deposit**
 - i. Vendor shall furnish, as part of its bid, EMD of Rs 2,00,000/- (Two Lakhs Rupees only) in the form of Demand Draft drawn in favor of **THE MSC BANK LTD**, payable at **Mumbai** or deposit electronically in NEFT account no 11645/74 (IFS Code – MSC10082002, title of account – "**EMD FOR APPOINTMENT OF CBS CONSULTANT**").
 - ii. Unsuccessful vendor's EMD will be discharged within Thirty (30) days from the Tender Award date.
 - iii. No interest will be payable on EMD.
 - iv. Tender made without paying EMD will be rejected. (Any decision of the Bank in this regard shall be final, conclusive and binding on the vendor.)
 - v. EMD may be forfeited:
 - If the vendor withdraws its bid during the period of bid validity.
 - If vendor makes any statement or encloses any information which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
 - In case of the successful vendor, if the vendor fails:
 - ✓ To sign the contract in the form and manner to the satisfaction of the MSC Bank
 - ✓ To furnish performance security in the form and manner to the satisfaction of the MSC Bank

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- In case the successful vendor complies with the requirement mentioned above, EMD will be returned within 60 days of compliance thereof or signing of required SLA etc.

- **Submission of Tender**

The offer should be submitted in two (2) separate sealed envelopes which in turn should be put in one common outer envelope which should be super scribed as “**RFP for Appointment of Information Technology Consultant**” along with a covering letter stating the details, and addressed to The Manager (IT Dept.)

- ◆ **ENVELOPE-I (Technical Offer)**

The Technical bid must contain the following:

- i. Forwarding letter (Annexure-A)
- ii. Bidder’s Authorization Certificate (Annexure-B)
- iii. Declaration that the bidder is not blacklisted (Annexure-C)
- iv. Compliance for Technical Specification (Annexure-D)
- v. Profile of the resources to be deployed for working on project at the bank (Annexure-E)
- vi. Valid Bank Draft or Credit through NEFT account no 11645/74 as EMD (Must submit in technical bid only).
- vii. The Technical Offer(TO) should not contain any price information
- viii. The bank, at its sole discretion, may not evaluate a TO in case of non-submission or partial submission of technical details.
- ix. A soft copy (Word/Excel/Power Point) of all the documents mentioned above with the Technical Bid document should also be submitted on a DVD/ CD / Pen Drive in the same sealed envelope along with the hard copy of the Technical Offer excluding Commercial Information.
- x. All Claims made by the vendor will have to be backed by documentary evidence. In case the same are found to be lacking in terms of the claims made, the vendor is liable to disqualification.
- xi. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Bank.
- xii. The following information is required on the envelope
Bidders name and address

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Title "**Technical Bid for IT Consultant**" should be quoted on the envelope

◆ **ENVELOPE-II (Commercial Offer)**

The Commercial Bid must contain the following

- i. The Commercial bid must be given in a sealed envelope and must contain Commercial details as per Annexure-F
- ii. The Commercial Offer (CO) should give all relevant price information and should not contradict the TO in any manner.
- iii. The following information is required on the envelope

Bidders name and address

“**Commercial Bid for IT Consultant**” should be quoted on the envelope.

- **No Price Variation**

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc. during the offer validity period. However, if there is any reduction on account of government taxes, duties, levies, etc. during the offer validity period, the same shall be passed on to the bank.

- **Cost of Bidding**

The bidder shall bear all costs associated with preparation and submission of its bid and the bank will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- **Selection of Bidder**

The final selection of the bidder shall be done after evaluating the Technical and Commercial bids and the compliance with all terms and conditions as mentioned in the RFP.

- **Opening of Bids**

- i. A two stage bidding process will be followed. In the first stage, only TECHNICAL BID will be opened and evaluated.
- ii. Those bidders who satisfy the technical requirements as determined by the bank and accept the terms and conditions of this document shall be short-listed. In the second stage, the ‘COMMERCIAL BID’ would be evaluated.

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- iii. It is suggested to designate a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.
- iv. The bank has right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating Bidders of any such change.

- **Evaluation of Technical Bids**

Technical Bids shall be opened first and evaluated for the bidder's eligibility criteria, bid completeness, bid conformity, bid responsiveness.

The bank may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidders. The decision of the bank in this regard shall be final and binding.

Bidders, whose technical bids are accepted, shall qualify for commercial bid evaluation.

- **Rejection of Bid**

Any effort by a Bidder to influence the bank in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder's bid.

The bank is not bound to disclose the grounds for rejection of Bid. The decision of the Bank regarding the final declaration of the successful Bidder shall be final.

The bank reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating Bidders of any such change.

The bank is not bound to disclose the grounds for rejection of Bid. The decision of the bank regarding the final declaration of the successful Bidder shall be final.

- **Language of Bids**

The bid prepared by the Vendors as well as all correspondence and documents relating to the Bid exchanged by the Vendor and the bank and supporting documents and printed literature shall be written in English.

- **Amendment to the RFP Document**

All the amendments made in the document would be published on our website <https://www.msccbank.com/ViewTenders.aspx>

The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates.

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The bank also reserves the right to amend the dates mentioned in 'Tender Highlights' of this Bid document.

All prospective bidders will be notified of the amendment, if any, by the bank hosting the same on bank's website which will be final and binding on all the bidders.

It will be the responsibility of the bidders to regularly visit bank's website for any amendments from time to time and respond accordingly. No other intimation will be given by the bank. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, the bank, at its discretion, may extend the deadline for the submission of Bids.

Further, the bank reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

- **Clarification of Bids By Vendors**

Clarification sought by Vendor should be made in writing (E-mail) and submitted at least one day prior to the date of seeking clarifications. The bank has discretion to consider any other queries raised by the Vendor's representative. The format for seeking clarification is given below:

Sr. No.	Section No.	Clause No	Reference / Subject	Clarification Sought

The text of query raised (without identifying the source of enquiry) and the response given by the bank, together with amendment to the bidding document, if any, will be intimated.

- **Clarification of Bids Post-Submission by bank**

During evaluation of Bids, the bank, at its discretion, may ask the Vendors for clarifications of their Bids. The request for clarification and the response shall be in writing (e-Mail).

- **Arithmetic Errors Correction**

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier Vendor does not accept the correction of errors, its bid will be rejected.

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If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

- **Bids Not Considered For Evaluation**

Bids that are rejected during the bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

- **Signing of Tender Bids**

The Tender Bid shall be typed or written in ink and shall be signed by the vendor or a person duly authorized in writing to bind the vendor to the Contract. All pages of the Tender Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender Bid. The Tender Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the vendor, in which case such corrections shall be initialed by the person or persons signing the bid.

- **Period of Validity of Bids**

Bids shall remain valid for 90 days after the date of opening of Technical Bids prescribed by the bank.

In exceptional circumstances, the bank may solicit bidder's consent to an extension of the period of validity.

- **No Commitment to Accept the Offer**

The bank shall be under no obligation to accept offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for bank's action.

- **Use of Contract Documents and Information**

The bidder shall not, without bank's prior written consent, make use of any document or information provided by purchaser in Bid document or otherwise except for purposes of performing contract, if any.

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- **Liability of the Selected Vendor**

The bank shall hold the selected Vendor, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract.

Selected Vendor would be given an opportunity to be heard by the bank prior to making of a decision in respect of such loss or damage.

- **Notification to Bidder**

Before the expiry of the period of validity of the proposal, the bank shall notify the successful Bidder in writing by e-mail or registered letter or by fax, that its bid has been accepted.

The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

- **Signing of Contract**

The notification of the award shall constitute signing of the Service Level Agreement and Non-Disclosure Agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement.

- **Payment Schedule**

✓ 10% of the Contract value will be paid against Performance Bank guarantee for the period of 18 months.

✓ BRD, Gap analysis, & Infrastructure upgradation document preparation. Sign off should be taken for the same from the Bank's business user – 15%

✓ BCP and DR policy document preparation, IT and IS policy revamp – 10%

✓ Selection of CBS and Infrastructure vendor – 10%

✓ Setup and upgrade of DC and DR – 15%

✓ CBS installation, data migration and reconciliation audit – 15%

✓ CBS go-live – 10%

✓ Post stabilization of CBS – 15%

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- **Performance Bank Guarantee**

The selected vendor shall furnish unconditional and irrevocable Bank Guarantee for 10% of the Contract value, for a period of 18 months in favor of MSC Bank, from a scheduled commercial bank acceptable to MSC Bank towards due performance of the contract in accordance with the scope of work and terms of the bid document mentioned under "Detailed scope of work" (point 5) and "Terms and Conditions" (point 7) above.

The vendor shall submit the above guarantee within 15 days from the effective date (the date of acceptance of the order). The Performance bank guarantee shall be kept valid for 18 months or should be extended till the completion of project whichever comes later.

- **Negligence**

In connection with the work or contravenes the provisions of General Terms, if the selected Vendor neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the bank, in such eventuality, the bank may after giving notice in writing to the selected Vendor calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the bank shall have the right to cancel the Contract holding the selected Vendor liable for the damages that the bank may sustain in this behalf. Thereafter, the bank is to be compensated for good the failure at the risk and cost of the selected Vendor.

- **Publicity**

Any publicity by the Vendor in which the name of MSC BANK is to be used should be done only with the explicit written permission of the Purchaser.

- **Force Majeure**

Any cause, which is beyond the control of the selected vendor or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

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Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The vendor or the Bank shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality and dispute resolution mechanism survive termination of the contract.

- **Applicable laws**

The Contract shall be interpreted in accordance with the laws prevalent in India.

Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the 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 the 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 therefrom.

- **Arbitration / Dispute Resolution**

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by the bank. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act or by statutory modification /re-enactment thereof for the time being in force. Such arbitration shall be held at Bank's head office located in Mumbai in Maharashtra state.

- **Jurisdiction**

Vendor will abide by all applicable Indian laws and regulations and will obtain (or demonstrate current possession of) any and all permits, licenses, certifications or other approvals that may be required and/ or appropriate for performing services hereunder. The laws of India will govern any agreement resulting from this tender. In all matters and disputes arising there under, the appropriate Courts at Mumbai in Maharashtra state only shall have the jurisdiction to entertain and try them.

- **Failure to abide by the Agreement**

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the bank with such penalties as specified in the Bidding document and the Agreement.

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- **Confidentiality of the Document**

This Tender Document is confidential and the bank shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

- **Confidentiality**

The vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality agreement, the contract is liable to be repudiated by the bank. The bank shall further have the right to regulate vendor staff.

The vendor shall not divulge to any person handling other divisions, subsidiaries or groups of vendor and its service support agency any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communication and confidential. Any violation of this clause shall be liable to cancellation of the contract and invoking the bank guarantee without notice to the vendor.

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Annexure-A

Forwarding letter

(To be submitted on Vendor's letter head)

To

The Manager (IT)

The Maharashtra State Cooperative Bank Ltd., Mumbai

Sub: Appointment of Information Technology Consultant for Core Banking, allied systems, & private cloud implementation

Dear Sir / Madam,

This is in reference to your above mentioned tender for Appointment of Information Technology Consultant for Core Banking, allied systems, & private cloud implementation. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents as desired by MSC Bank.

Further, we agree to abide by all the terms and conditions and scope of work as mentioned in the tender document. We have also noted that MSC Bank reserves the right to consider / reject any or all applications without assigning any reason thereof.

Yours,

Authorized Signatory.

Name:

Designation:

Organization Seal

Date:

The Maharashtra State Cooperative Bank Ltd.

Annexure-B

Bidder's Authorization Certificate

(To be submitted on Vendor's letter head)

To

The Manager (IT)

The Maharashtra State Cooperative Bank Ltd., Mumbai

Sub: Authorization certificate

Dear Sir / Madam,

I / We (Name / Designation) hereby declare / certify that (Name / Designation) is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Notice Inviting Bid reference No. _____ dated _____.

He / She are also authorized to attend meetings & submit technical & commercial information / clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his / her verified signatures are as under.

Yours,

Authorized Signatory.

Name:

Designation:

Organization Seal

Date:

The Maharashtra State Cooperative Bank Ltd.

Annexure-C

Vendor is not blacklisted

(To be submitted on the Letterhead of the vendor)

To

The Manager (IT)
The Maharashtra State Cooperative Bank Ltd., Mumbai

Subject: Undertaking certificate of not being blacklisted

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

It is hereby confirmed that I / We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours,

Authorized Signatory.

Name:

Designation:

Organization Seal:

Date:

The Maharashtra State Cooperative Bank Ltd.

Annexure-D

Compliance for Technical Specification

(To be submitted on Vendor's letter head)

To

The Manager (IT)
The Maharashtra State Cooperative Bank Ltd., Mumbai

Sub: Compliance with Technical Specification

Dear Sir / Madam,

Sr. No	Technical Specification	Compliance (Yes/ No)	Description (Client list in case of Compliance, Scope description in case of Partial compliance)
CBS Consultancy			
1	CBS with integrated Treasury, ALM, AML, Internet Banking, Mobile Banking, etc BRD preparation		
2	CBS implementation, upgradation & migration		
3	Software procurement & implementation management of the required softwares (system, application) including but not limited to CBS.		
4	RFP (Request for Proposal) /Tender (technical, commercial specification) preparation for CBS.		
5	Infrastructure procurement & implementation management vis-a-vis Virtualization & Private cloud		
6	Infrastructure sizing		
7	RFP (Request for Proposal) /Tender (technical, commercial specification) preparation for IT Hardware infrastructure (Server, Storage, Network, UPS) at the DC, near DR and far DR.		
IT Consultancy			
8	BCP & DR strategy & policy		

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T	formulation		
9	Experience in Digital payment channels planning and implementation		
10	IT & IS policy formulation		

Authorized Signatory.

Name:

Designation:

Organization Seal

Date:

Note:

- Non-Submission of Annexure-D shall be treated as non-compliance of Technical Specification and bidder will be disqualified.

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Annexure-E

Employee Profile

(To be submitted on Vendor's letter head)

To

The Manager (IT)
The Maharashtra State Cooperative Bank Ltd., Mumbai

Sub: Profile of the employees to be deployed for the project

Dear Sir / Madam,

Following is the profile of the employees to be deployed for the project:

Sr.No	Designation	Area of Expert	Number of years of experience	Educational Qualification / certifications

Yours,

Authorized Signatory: -

Seal of the Organization:

Date:

Place:

The Maharashtra State Cooperative Bank Ltd.

Annexure-F

Commercial Offer Format

(To be submitted on Vendor's letter head)

To

The Manager (IT)
The Maharashtra State Cooperative Bank Ltd., Mumbai

Sub: Commercial Offer

Dear Sir / Madam,

Following is the commercial offer for the project:

Sr.No.	Particulars	Base Price(Rs)	Taxes (Rs)	Total
1	Consultancy Fees for Core Banking migration / upgradation, allied systems, & private cloud implementation			

Yours,

Authorized Signatory: -

Seal of the Organization:

Date:

Place: