

**THE BIHAR STATE CO-OPERATIVE BANK LTD.**

Ref NO: BSCB/ITCELL/1368

Date: 13/07/2022

**REQUEST FOR PROPOSAL**

**FOR**

**APPOINTMENT OF IT CONSULTANT FIRM FOR PREPARATION OF IT STRATEGY AND POLICY AND SELECTION OF SYSTEM INTEGRATOR (SI) FOR CORE BANKING AND ALLIED SOLUTIONS OF BIHAR STATE CO-OPERATIVE BANK LTD.**

(THIS DOCUMENT SHOULD NOT BE RE-USED OR COPIED OR USED EITHER PARTIALLY OR FULLY IN ANY FORM)



**The Bihar State Co-Operative Bank Ltd.**

**<<Ashok Rajpath, Patna - 800 004>>**

It will be the responsibility of the bidders to check THE BIHAR STATE CO-OPERATIVE BANK LTD. website for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bids accordingly.

**THE BIHAR STATE CO-OPERATIVE BANK LTD.**

**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FIRM FOR PREPARATION OF IT STRATEGY AND POLICY AND SELECTION OF SYSTEM INTEGRATOR (SI) FOR CORE BANKING AND ALLIED SOLUTIONS OF BIHAR STATE CO-OPERATIVE BANK LTD.**

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**BIHAR STATE CO-OPERATIVE BANK LTD.**

**Ref No**

**Date.**

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## **1 GENERAL INFORMATION**

### **1.1 Disclaimer:**

The information contained in this Request For Proposal (RFP) document or subsequently provided to interested parties, whether verbally or in documentary form by or on behalf of 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 document only and any other terms and conditions subject to which such Information is provided.

This RFP document is not an agreement and is not an offer by the BANK to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their bid for short listing and final selection for appointment as Consulting Firm on the Core Banking Project. 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 document 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 submissions.

## 2 TERMS AND CONDITIONS FOR SUBMISSION OF THE PROPOSAL

### 2.1 Preamble:

BIHAR STATE CO-OPERATIVE BANK LTD. inviting eligible Consultancy Firm for "PREPARATION OF IT STRATEGY AND POLICY AND SELECTION OF SYSTEM INTEGRATOR (SI) FOR CORE BANKING AND ALLIED SOLUTIONS OF BIHAR STATE CO-OPERATIVE BANK LTD." through RFP process.

### 2.2 The Bid System:

This RFP is a Two Bid system. The Bidder is required to submit a sealed Technical Bid as per RFP, and a sealed Commercial Bid and enclosing both the bids (Technical & Commercial) in another sealed cover.

### 2.3 The Schedule of Dates:

The schedule of dates for this RFP is as follows: -

Activity	Date and Time
Start of availability of RFP document	14-07-2022
Last date of seeking Request for Clarifications through email, if any	22-07-2022 till 03:00pm
Pre-bid meeting	26-07-2022 till 03:00pm
Issue of BANK's response on Request for Clarification	28-07-2022
Deadline for submission of Bids	06-08-2022 till 05:30pm
Opening of Technical Bids	08-08-2022 by 03:00pm
Opening of Commercial Bids of the Technically Qualified Bidders	To be informed to the technically qualified bidder
Name and Address for Communication, seeking clarifications & submission of Proposal	<b>Name:</b> Manoj Kumar Singh <b>Designation:</b> Dy Gen Manager <b>Email:</b> dgm1@biharscb.co.in  <b>Name:</b> Sushil Kumar Singh <b>Designation:</b> Asst. Manager <b>Email:</b> ltcell@biharscb.co.in

However, if it is found that any given date indicated in the Schedule of Dates is a public holiday, or the BANK is closed on that day for any account, the activity would be shifted to the next working day of the BANK.

### 2.4 Due Date of The Bid:

The bids shall be accepted till 05:30 PM of 06th of August, 2022 at the BANK Head Office in Patna. Bids received after 05:30 PM shall be termed as **LATE BID** and the same will not be

received/ opened by the BANK.

## 2.5 Soft Copy of RFP Document

The soft copy of the RFP document will be made available on the bank's website ([www.bsccb.co.in/](http://www.bsccb.co.in/) [www.biharscb.co.in](http://www.biharscb.co.in)). However, bank shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the RFP document. The printed copy of the RFP document shall be treated as correct and final, in case of any errors in soft copy. A copy of the RFP document signed on every page has to be submitted with the Proposal submitted in response to the RFP.

## 2.6 Modification & Amendment of the Submitted Bids:

No modification or amendment of the bids submitted will be permitted beyond the stipulated date and time of opening of the Bid.

## 2.7 Pre-Bid Meeting:

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid meeting on the date and time as indicated in the RFP. The queries of all the bidders should reach in writing or by e-mail on or before the stipulated date and address as mentioned in this RFP. It may be noted that no queries of any bidder shall be received or entertained after the Pre-Bid meeting. The clarifications given in the Pre-Bid meeting will be made available on the Bank's Website. The queries on points /clauses in the RFP document are to be mailed [to itcell@biharscb.co.in](mailto:itcell@biharscb.co.in) in specific format only as per **Section 8.11**

## 2.8 Right To Accept or Reject Any or All Bids:

Notwithstanding anything contained in this RFP document, the bank reserves the right to accept or reject any Bid and to annul the Bid process and reject all bids/ Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

Further, the bids submitted may be liable to be rejected on examination on the following ground: -

- i. It is not in conformity with the instructions mentioned in this tender document.
- ii. It is not accompanied by the requisite EMD.
- iii. It is not properly/duly signed.
- iv. It is received through Telex or Telegram.
- v. It is received after expiry of the due date and time
- vi. It is incomplete including non-furnishing the required documents.
- vii. It is evasive or contains incorrect and / or false information.
- viii. There is canvassing of any kind.
- ix. It is submitted anywhere other than the concerned department.

## 2.9 Disqualification

The bank reserves the right to reject any or all Application(s), if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Bidder.

Giving, offering or promising to give any gift, bribe or inducement, directly or indirectly, or any attempt at any such act by, or on behalf of, the Bidder towards any officer/employee of the BANK or to any

other person in a position to influence any officer/ employee of the BANK for showing any favor in relation to this Bid process or award of the Project work or any other similar process/ contract, shall render the Applicant to such liability/ penalty as the BANK may deem proper, including but not limited to disqualification of Application, rejection of proposal, termination of the Agreement, imposition of penal damages and forfeiture of the Bid Security/ Bank Guarantee(s).

## 2.10 Amendments of the RFP:

The Bank shall conduct pre-bid meeting and bidders are requested to submit the clarifications through email [itcell@biharscb.co.in](mailto:itcell@biharscb.co.in). Bank will respond to the queries through **ADDEMDUM**.

At any time prior to the deadline for submission of the Bids, bank may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of addenda (the '**Addenda** or **Addendum**' as the case may be). Any Addendum thus issued will be put up on record and would be deemed to be a part of the RFP. In order to afford the Bidders a reasonable time in which to take an Addendum into account, or for any other reason, the BANK may, at its discretion, extend the due date for submitting the Bids.

## 2.11 COST OF THE SCHEDULE:

Bidder is required to submit a Demand Draft of Rs. **11,800.00 (Rupees Eleven thousand Eight Hundred )** only inclusive of GST(18%) along with the Bid as a cost towards this RFP. The DD should be in the favor of "**Managing Director, The Bihar State Co-operative Bank Ltd.,**" payable at **Patna**. This is a one-time non- returnable amount. The Bid not accompanied by the Cost of the Document shall be termed invalid and shall be summarily rejected.

## 2.12 EMD:

The Bidder is required to submit EMD of **Rs. 2, 00,000 (Rupees Two Lacs only)** in form of Demand Draft along with this bid. The DD should be in the favor of "**Managing Director, The Bihar State Co-operative Bank Ltd.,**" payable at **Patna**. The EMD of the unsuccessful bidder will be refunded after acceptance of the order by the successful bidder.

The EMD of successful bidder will be refunded after submission of 10% performance bank guarantee as contract performance guarantee to the Bank.

The EMD submitted by the bidder will be forfeited if

1. The bidder withdraws his tender before processing of the same.
2. The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank.
3. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
4. The bidder violates any of the provisions of the terms and conditions of this RFP

## 2.13 Contract Performance Bank Guarantee:

The successful bidder must submit a performance bank guarantee **10% of the total project cost** as contract performance guarantee for entire tenure of the project, within 21 days of award of contract/ issue of LOI in the format provided **under section 8.10**. The Performance Bank Guarantee shall be kept valid till 3 months after closure of the consultancy project.

In the event of the Bidder being unable to service the contract for whatever reason, the bank would



invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the bank as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. The bank shall notify the bidder in writing of the exercise of its right to receive such compensation within **30 days**, indicating the contractual obligation(s) for which the bidder is in default.

The Bank shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the agreed project schedule, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP

#### 2.14 Validity:

The bidder shall keep the bid valid for a period of **Three months** from the last date for the submission of bids.

#### 2.15 Extension of Validity:

In case circumstances require, the bank may request the Bidders, within the validity period of the BID, to extend the validity of the Bids for any additional periods as required.

#### 2.16 Language of the Bid:

The Language of the Bid shall be English only

#### 2.17 Currency of the BID:

All prices and monetary terms to be quoted in INDIAN RUPEES (INR) only.

#### 2.18 Applicable Law and Jurisdiction of Court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Patna (with the exclusion of all other Courts).

#### 2.19 Terms of Payment:

The consultant's fees will be paid as the Schedule of Payment terms indicated in **Section 6**

#### 2.20 Cancellation of Contract and Compensation:

The bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the bank on the following circumstances: -

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

- iv. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is canceled.

## 2.21 Time Schedule of the Project:

The consulting assignment to be finalized under this RFP is for a period of **06 months** from the date of signing of agreement/ placement of firm order on the successful bidder by the Bihar State Cooperative Bank Limited. The Scope of Work to be executed within this period is as per the Scope of Works at **Section 5**, and other terms and conditions of the RFP, as applicable.

## 2.22 Satisfaction of the Bank:

The successful Bidder/ Consultant must work closely with the IT Department/Management of the Bank. In the CBS, the Project consultant is responsible to certify/involve discussion/manage the process/guide to the Bank's higher authorities and deliver the goods and services as stipulated in this RFP to the full satisfaction of the bank.

## 2.23 Submission of Bid:

The Bidder shall submit the bid in the manner prescribed hereunder: -

- i. The Bid shall be SEALED and shall consist of two parts namely Technical Bid and Commercial Bid. Each of the bids shall be submitted in two separate sealed envelopes. The Envelop Marked A shall contain the Technical Bid, and the Envelop marked B shall contain the Commercial Bid.
- ii. The Envelop A shall be properly SEALED and marked "TECHNICAL BID FOR SELECTION OF CONSULTING FIRM FOR PREPARATION OF IT STRATEGY AND POLICY AND SELECTION OF SYSTEM INTEGRATOR (SI) FOR CORE BANKING AND ALLIED SOLUTIONS OF BIHAR STATE CO-OPERATIVE BANK LTD. 2020".
- iii. The Envelope B shall be properly SEALED and marked "COMMERCIAL BID FOR SELECTION OF CONSULTING FIRM FOR PREPARATION OF IT STRATEGY AND POLICY AND SELECTION OF SYSTEM INTEGRATOR (SI) FOR CORE BANKING AND ALLIED SOLUTIONS OF BIHAR STATE CO-OPERATIVE BANK LTD. 2020"
- iv. The Technical Bid shall be submitted as below:-
  - a) The Demand Draft of Rs. **11,800.00 (Rupees Eleven Thousand Eight Hundred)** only inclusive of GST towards to the cost of the document shall be kept prominently in an envelope to be marked as COST OF DOCUMENT.
  - b) The Demand Draft of Rs. **2.00 lakh (Rupees Two lakh)** only as EMD shall be kept in a separate envelop prominently marked as EMD.
  - c) The Technical Bid Form as per **Section 8** and all its Tables, Letters and Forms shall be filled duly along with all enclosures and documentary proof.
  - d) The Technical Bid should not have any indication of the Price Bid in any manner anywhere. If such an indication is found, the Bid shall be summarily rejected.
  - e) The Price Bid shall consist of the Price Bid Form as per **Section 9** duly filled and signed by the authorized person on behalf of the Bidder in the ORIGINAL and DUPLICATE Bid.
  - f) The Price Bid shall be exclusive of all Rates and taxes as applicable.

## 2.24 Erasures or Alterations

The offers containing unauthenticated erasures or alterations will not be considered. Therefore, there should be no unauthenticated handwritten material, corrections or alterations in the offer. If such unauthenticated erasures or alterations are present these should be signed by the person or persons authorized for signing the bid. Any deviation may lead to the rejection of the bid.

## 2.25 Evaluation Process

The Bihar State Cooperative Bank Limited shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the bank in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with Bank. The Bank may ask for meetings with the Bidders to seek clarifications or conformations on their proposals.

The Bank reserves the right to reject any or all proposals. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

### 2.25.1 Stage 1: Eligibility Evaluation

1. The Bank shall open Envelop A marked "TECHNICAL BID FOR SELECTION OF CONSULTING FIRM FOR PREPARATION OF IT STRATEGY AND POLICY AND SELECTION OF SYSTEM INTEGRATOR (SI) FOR CORE BANKING AND ALLIED SOLUTIONS OF BIHAR STATE CO-OPERATIVE BANK LTD.2021".
2. Each of the Eligibility condition mentioned in **Section 4** is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
3. Bidders would be informed of their qualification/disqualification based on the Eligibility criteria through Email and Phone. The Bid Security amount and the Commercial Bids will be returned to the respective disqualified Bidders.

### 2.25.2 Stage 2: Technical Evaluation

1. The Bank will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at bank's discretion.
2. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in **Section 7**.
3. Bidders will be asked to give demonstration of the envisaged solution to the Bank as per the demo scripts which will be shared with the Bidders who qualify the Eligibility Stage.
4. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a technical score of **70% or more** (prior to normalization) will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
5. The Final Normalized technical score of the Bidder shall be calculated as follows:

**Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 100 (adjusted to 2 decimals)**

**Example:**

Bidders	Technical Score	Calculation	Normalized Technical Score
Bidder-1	88	$(88/95)*100$	92.63
Bidder-2	90	$(90/95)*100$	94.73
Bidder-3	80	$(80/95)*100$	84.21
Bidder-4	95	$(95/95)*100$	100

**2.25.3 Stage 3: Commercial Evaluation**

1. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
2. The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the bank's discretion.
3. Commercial Bids that are not meeting the RFP conditions shall be liable for rejection.
4. The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Commercial quote given by each of the Bidders in the Commercial Bid as follows:

**Normalized Commercial Score of a Bidder = {lowest quote / Bidders quote} X 100 (adjusted to 2 decimals)**

**Example:**

Bidders	Commercial quote given by Bidders (in INR)	Calculation	Normalized Commercial Score
Bidder-1	110	$(110/110)*100$	100
Bidder-2	140	$(110/140)*100$	78.57
Bidder-3	160	$(110/160)*100$	68.75
Bidder-4	130	$(110/130)*100$	84.61

5. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
6. The bid price will **exclude all taxes** and levies and shall be in Indian Rupees and mentioned separately.
7. Any conditional bid would be rejected
8. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
  - a. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail."

#### 2.25.4 Stage 4: Final score calculation through QCBS

1. The final score will be calculated through Quality and Cost selection method based with the following weight-age:

Technical: 70%

Commercial: 30%

**Final Score** = (0.70\*Normalized Technical Score) + (0.30\* Normalized Commercial Score)

**Example:**

Bidders	Normalized technical score	Normalized commercial score	Final Score (70:30)
Bidder-1	92.63	100	94.84
Bidder-2	94.73	78.57	89.88
Bidder-3	84.21	68.75	79.57
Bidder-4	100	84.61	95.38

The bidder with the highest Final score shall be treated as the Successful bidder. In the above example, Bidder-4 will be treated as successful bidder.

In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## 2.26 Award of Contract:

The bank shall issue Letter of Intent (LOI) to the Successful Bidder, and subject to fulfillment of other criteria as laid down in the RFP, shall place firm Purchase Order (PO) on the successful Bidder on acceptance of the LOI by him. The price quoted by the successful bidder shall be the Total value of the Contract. The Bank will enter into an agreement with successful bidder for 06 months w.e.f. date of LOI as per duration defined in phases.

## 2.27 Liquidated Damages/Penalties & termination on default:

- i. The Bank shall levy penalties /liquidated damages on the Consultant to the extent of 0.5% of the total value of the Contract for delay in execution of the project for 1 month, thereafter in increment of 0.5% for each of the months up to 3 months. Thereafter, the bank shall issue notice of termination, and cancel the contract on completion of one month of notice.
- i. The bank shall be in its right to terminate the Contract in case of non- performance of the consultant as per the terms of the contract, and or other conditions for termination on default as mentioned in the RFP, including termination on the grounds of insolvency etc.
- ii. However, such penalties, liquidated damages and termination shall not be invoked in case the cause of action for completion of an activity/situation is pending with the bank such as sign off, clearances, site readiness, deployment of the bank's resources, clearance on the procedures etc.

## 2.28 Force Majeure:

- i. The Consultant shall not be liable for forfeiture of its EMD, invocation of his Performance Bank Guarantee, levy of liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.
- i. For purposes of this Clause, "Force Majeure" means an unforeseeable event beyond the control of the Consultant and not involving the Consultant's fault or negligence. Such events shall include, but are not restricted to, acts of the Government in its sovereign capacity, earthquakes, riots, war or revolutions, fires, floods, epidemics, quarantine restricts and freight embargoes.
- ii. If a Force Majeure situation arises, the Consultant shall promptly notify the bank in writing of such condition and the cause thereof within a period of 10(Ten) days from the date of happening of such an event requiring invocation of this force majeure clause. Unless otherwise directed by the BANK in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performances.

## 2.29 Confidentiality

Information relating to evaluation and recommendations of the proposals for awarding contract shall not be disclosed to persons not officially concerned with the process, until the successful bidder is selected and notified that the contract has been awarded.

## 2.30 Documentation

The selected Consultant will be responsible for documenting all studies carried out for the

bank. This documentation must include, business/functional requirements, process flow, data flow and database administration at various levels, legacy system interface requirements, program and process modifications, modification implementation dates, and connectivity requirements. These documentations, with version control, must be made available to the bank for periodic inspection. Bidder shall be allowed to retain sufficient documentation as part of their professional records to support and evidence the work performed by them. Such retention shall be subject to obligations of confidentiality mentioned herein.

### 2.31 Expenses:

It may be noted that BANK will not pay any amount / expenses / Charges / Fees / Travelling Expenses / Boarding expenses/ Logging Expenses / Conveyance Expenses / out of Pocket Expenses other than the agreed professional fees.

The base location for the project execution would be at Patna. However, if the appointed consultant is required to undertake visit(s) to any site outside Patna to carry out any discussion/study /assessment within the scope of his work, Bank will pay traveling, boarding and lodging expenses as per current entitlement of an officer in the Bank in the cadre of Senior Manager (Scale III) for Senior Resource, and in the cadre of Assistant General Manager for Project Manager, and in the cadre of Deputy General Manager for the Project Director. The specific prior approval of tour plan should be obtained from the Bank for undertaking visit(s) and the reimbursement will be on actual basis on production of receipts.

### 2.32 Arbitration & Resolution of Dispute

- i. The bank and the Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- ii. If, within 30 (thirty) days from the commencement of such informal negotiations, parties are unable to resolve dispute amicably, either party may approach for resolution by Arbitrator mutually agreeable to both the parties. The decision of the Arbitrator shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.
- iii. All Arbitration proceedings shall be held at Patna and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English/Hindi.

### 2.33 Corrupt or Fraudulent practices

As per CVC directives it is required that bidder/IT consultant observes the highest standard of ethics during the selection of consultant and execution of such contracts. In pursuance of this policy;

(i) If "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) If "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition;

The Bank will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

### 2.34 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

### 2.35 Subcontracting

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

### 2.36 Substitution of Project manager/ Senior Resource

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Consultant, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the Consultant during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as liquidated damages. Bank may allow any such substitution of key staff only with its written consent with similar experience & expertise.

### 2.37 Adherence to Standards

The Consultant should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Consultant. The Bank reserves the right to ascertain information from the other banks and institutions to which the bidders have rendered their services for execution of similar projects.



### **3 A Brief Profile of the Bihar State Co-Operative Bank Ltd.**

The Bihar State Co-operative Bank Ltd. was established in Patna way back in 1914 and was registered under Co-operative Society Act 11 of 1912 with the following objectives

- To serve as the Apex bank in the state of Bihar for societies.
- To guide and promote co-operative activities in the State.
- To organize the provision of credit for Co-operative societies.
- To serve as a balancing Centre in the Co-operative Credit Structure of the State.
- To function as a financing bank in terms of the Act and the Rules and to carry on general business.

The Bank was registered in the name of Bihar and Orissa Provincial Co-operative Bank on 16.03.1914 under Cooperative Societies Act II of 1912. It's registration no.267/1913-14. Initially the area of operation of the Bank was Bihar and Orissa both. After separation of Orissa in the year 1936-37 its area of operation was confined to Bihar and its name was changed as Bihar State Co-operative Bank Ltd. in December 1950. After application of Banking Regulation Act 1949 to Co-operative Bank on 1st March 1966 this Bank was included in the second schedule of Reserve Bank of India in the month of July 1966. Earlier, The bank was doing trading business also, but this business was transferred to Bihar State Co-operative Marketing Union after its establishment in the month of June 1958. The Founder Members of the Bank were as follows:

1. Maharaja Bahadur Guru Mahadev Sharan Prasad Shahi (Hathua)
2. Raja Bahadur Kritya Nand Sinha, (Banaili)
3. Rai Bahadur Harihar Prasad Narayan Singh (Dumraon)
4. Raja P.C. Lal (Purnea)

The Bank is presently doing its business through its **13 branches and 23 DCCBs** affiliated to it. The Bank was earlier doing the lending business under Agriculture sector only. But after issuance of guidelines from NABARD regarding non-agriculture finance, the Bank started business under non-agriculture sector in the year 1990. Thus the Bank is presently doing the lending business in Agriculture as well as Non agriculture sector both.

## 4 Eligibility Evaluation Criteria

Sl. No.	Eligibility Criteria	Document's Required
I	The Bidder should be a registered/Limited company under the relevant Companies Act or registered Partnership Firm under the relevant Partnership Act	Adequate documentation like registration, certificate of incorporation, Article / Memorandum of association, Partnership deed etc.
II	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, Partnership deed, Article / Memorandum of association etc. PAN, Name change and date of establishment docs, ROC document
III	Should have a positive net worth in each of the last three Financial Years i.e., 2019-20, 2020-21 & 2021-22.	Copy of the audited balance sheet of the company for the consecutive last three financial years (2019-20, 2020-21 & 2021-22). should be submitted along with Chartered Accountant Certificate.
IV	Should have made profits after taxes in each of the last three financial years i.e., 2019-20, 2020-21 & 2021-22.	
V	The Bidder should have a minimum annual turnover of Rs. 01 Crore per year from the consultancy service business during the last three financial years (2019-20, 2020-21 & 2021-22).	
VI	Bidder should not have been Blacklisted by the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission.	Self-declaration to this effect should be submitted in format provided under <b>section 8.6.</b>
VII	Should have prior experience in performing end to end consultancy services comprising Current state assessment, IT Policy, IT Strategy, Vendor evaluation and selection for Core Banking, Anti Money Laundering, Mobile Banking with IMPS, DC-DR Infrastructure including network and security component and project management for at least 1 (One) State Co-operative banks in India.	Credential letter / experience certificates/ copy of purchase order or work order or notification of award/ copy of engagement contract from Cooperative banks.
VIII	The bidder's people profile should have exposure in State Co-operative Banks and District Co-op Bank/Urban Co-op bank environment working experience. The resources should have provided service as consultancy/project management.	Details of resources to be provided in "Resource commitment & Deployment" form under <b>Section 8.3.</b>  (Bank will verify)
IX	In order to avoid conflict of interest, Bidder should not be implementers / solution providers / partners / system integrators for implementation of any of the applications in the Bank. (The bidder should submit a letter of undertaking to this effect)	Self-declaration should be submitted duly signed by the Authorized signatory in a format provided under <b>Section 8.9</b>
X	Bidder should be individual organization. Consortium is not allowed	Self-declaration should be submitted duly signed by the Authorized signatory

Note:-

- If the declaration/any documents given by the vendor is found to be false at later date, Bank reserves the right to disqualify the vendor or cancel the contract.
- Bank reserves the right to ask for proof to verify any of the declaration.
- End to end consultancy services would only mean credentials where the technology consultant has been involved from IT strategy formulation, to defining specifications, to vendor evaluation and selection and onboarding to project management of the technology and core banking solution, Anti Money Laundering, Mobile Banking with IMPS, DC-DR Infrastructure including network and security component.
- Co-operative Bank means State Co-operative Bank/District Central Co-operative Bank Ltd. in India only.
- Consortium not allowed
- In case of mergers/acquisitions/restructuring or name change, the date of establishment, credentials, financial documents, PAN, TAN, GST, Shops & Establishment of earlier/original Partnership Firm/Limited Company can be taken into account.

## 5 Scope of Work

### Scope of Services

The Bihar State Cooperative Bank Ltd. floated the RFP to provide IT Consultancy Services for the Bank as per the scope mentioned below:

#### 5.1 Summarized Scope of Work with Timeline

Sr.No.	Phase	Scope of Work	Duration
1	Phase I	Current State Assessment, Gap Analysis and Preparation of IT Strategy & Policy	01 Months
2	Phase II	RFP Preparation, Selection of System Integrator and Contract Finalization	02 Months
3	Phase III	Project Management, Monitoring of Implementation & other activities	03 Months

#### 5.2 Detailed Scope of Work

##### 5.2.1 Phase I – Current State Assessment, Gap Analysis and Preparation of IT Strategy & Policy

As part of the activity the consultant will guide the bank in the following:

- The consultant will derive information from the existing infrastructure & application environment and prepare a detailed report on the same.
- Consultant will prepare an adequate business case based on the functional and technical requirements of the banks and submit a gap analysis & To-be state report.

- Consult will review and update the existing IT Policies and prepare IT strategy for the Bank taking into consideration the areas defined below
  - CBS application at HO, branches of Apex & member DCC banks
  - Banking Add-On modules & Delivery Channels
  - Building of Data Center & DR Site
  - Hardware at HO, branches of Apex & member DCC banks
  - Networking at HO, branches of Apex & member DCC banks, DC & DR
  - ATMs
  - KYC, Anti- Money Laundering, NABARD/RBI reporting solution.
  - Primary & Secondary Connectivity
  - Maintenance of Data Center, DR Site, Hardware, Networking & Connectivity
  - Provide all consulting services for existing structure and up-gradation of hardware, software and also for implementation of advance technologies for next 5 years as a roadmap.
- The consultant is expected to build/review the following IT policies for The Bihar State Co-Operative Bank Ltd.
  - Application Security Policy
  - Cyber Security Policy
  - Email Policy
  - Internet Usage Policy
  - Business Continuity Policy
  - Program Change Management Policy
  - Logical Access Policy
  - Review of Access Right Policy
  - Technology Refreshment Policy
  - Backup & Recovery Policy
  - Disaster Recovery Policies
  - Hardware, Acquisition, Maintenance & Upgradation Policy
  - Incident Management Policy
  - License Management Policy
  - Program Change Management Policy
  - Procurement Policy
  - Version Control Policy
  - Virus Protection Policy
  - ATM Policy
  - Debit Card Policy
  - Mobile Banking Policy
  - Internet Banking Policy
  - IT Security Policy
  - IS Policy
  - Data Retention and Archival Policy
  - Migration Audit Policy

### **5.2.2 Phase II – Preparation of RFP based on IT Strategy approved by Bank & Selection of SI**

- Prepare a comprehensive scope of the work document charted for the SI's and Core banking and allied services solution vendor including the below listed solutions:
  - Appointment of SI for Core Banking and allied applications refresh
  - DC/DR build, network & security and maintenance
  - IT Security Infrastructure Revamp as per NABARD guideline
  - Loan Origination Systems
  - Mobile Banking with IMPS, BBPS and UPI.
  - Internet Banking

- Agent Based Banking/Doorstep Banking/Tab Based Banking
- Define procurement approach in consideration of the regulatory and statutory guidelines, CVC guidelines.
- Suggest various options to help the bank determine the best fit approach model: Single vendor vs. multiple vendor
- Define newer service level for measuring and ensuring operational excellence
- Conduct the entire process of evaluation of the vendors through the tendering / evaluation of the SI.
- Submission of eligibility, technical and commercial evaluation reports

### **5.2.3 Phase III – Project Management, Monitoring of Implementation and Other Activities**

The consultant is to depute minimum two full time resources in the course of the entire project. The resources will be full time and available for every operational day of the Bank. The consultant cannot change the resource without prior intimation of at least 15 days thereby giving resource of equivalent of better skills. The consultant will also have a Project Manager who should be responsible for the governance, escalation, decision making, report evaluation, conducting meetings with the Banks management

team, conducting steering committees and drive representation in other management committee meetings of the Banks as desired time to the Bank. The reporting structure should be matrix based with defined responsibility mapping for the entire project.

- Setup the project management office and framework comprising of:
- Assist the Bank in closure of issues pending for resolution Review the resolution provided by the vendor and offer the solutions to the Bank based on the industry best practices.
- Review the progress made in the implementation of the project
- Track customization and gaps
- Monitor closure of gaps and customizations as per delivery schedules
- Assist the bank in defining the rollout schedules.
- Provide regular updates to the steering committee and board as required by the Bank
- Participate in all technical and functional discussions relating to the projects

## 6 Schedule of Payments

Scope of Work	Description	Payment %
Phase – I Current State Assessment, Gap Analysis and Preparation of IT strategy & policy	<ul style="list-style-type: none"> <li>➤ Detailed Current State Assessment Report</li> <li>➤ Gap Analysis &amp; To-be State Report</li> <li>➤ New/Updated IT Policies</li> <li>➤ IT Strategy for the Bank</li> </ul>	<ul style="list-style-type: none"> <li>• 25% after submission of draft Current state Report Submission</li> <li>• 25% after submission of draft IT Strategy Submission</li> <li>• 25% after submission of Draft IT policies</li> <li>• 25% after submission of final report of Current State Assessment report, IT Strategy &amp; Policy Submission</li> </ul>
Phase -2: RFP Preparation, Vendor evaluation and Selection	<ul style="list-style-type: none"> <li>➤ RFP Formulation</li> <li>➤ Vendor Evaluation</li> <li>➤ Assistance in Techno commercial evaluation</li> <li>➤ Vendor short listing assistance</li> <li>➤ Prepare comprehensive reports for the bank's Senior management</li> <li>➤ Inputs to the Banks legal team in terms of scope and service levels for finalizing the contract</li> </ul>	<ul style="list-style-type: none"> <li>• 25% Submission of RFP</li> <li>• 25% Completion of Technical Evaluation</li> <li>• 25% Completion of Commercial Evaluation</li> <li>• 25% Completion of Contract Agreement and vendor onboarding</li> </ul>
Phase-3: Implementation and Project Management	Project Management with one full time resource deployed at Bank's HO	All Project management cost will be paid quarterly in arrears based on the agreed value

## 7 Technical Evaluation Criteria

Sl. No.	Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
1	Credentials	Should have prior experience in performing consultancy services comprising of: <ul style="list-style-type: none"> <li>IT strategy formulation</li> <li>vendor evaluation</li> <li>selection of CBS vendor</li> <li>Contract finalization</li> </ul>	15	<ul style="list-style-type: none"> <li>15 marks- if the criteria are met for Co- operative Banks (at least 1 State Co- operative Bank) along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>10 Marks- if the criteria are met for at least 1 State Co- operative Bank) along with 2 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>08 marks- if the criteria is met for 1 State Co- operative Bank) along with at least 1 Public Sector Banks/RRB/DCCB/UCB in India</li> </ul>
2	Credentials	Should have experience in: <ul style="list-style-type: none"> <li>study of banking system of a Bank and issuance of RFP</li> <li>vendor evaluation and onboarding for LOS, Mobile Banking, Internet Banking, Anti-money laundering</li> </ul>	10	<ul style="list-style-type: none"> <li>10 marks- if the criteria are met for Co- operative Banks (at least 1 State Co- operative Bank) along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>08 Marks- if the criteria are met for at least 1 State Co- operative Bank) along with 2 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>05 marks- if the criteria is met for 1 State Co- operative Bank) along with at least 1 Public Sector Banks/RRB/DCCB/UCB in India.</li> </ul>
3	Credentials	Should have prior experience in providing consultancy services for: <ul style="list-style-type: none"> <li>review and design of IT infrastructure or network architecture or security architecture or testing for banks in India</li> <li>DC and DR refreshment and supervision of implementation</li> </ul> Maintenance of DC/DR	10	<ul style="list-style-type: none"> <li>10 marks- if the criteria are met for Co- operative Banks (at least 1 State Co- operative Bank) along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>08 Marks- if the criteria are met for at least 1 State Co- operative Bank) along with 2 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>05 marks- if the criteria are met for 1 State Co- operative Bank) along with at least 1 Public Sector Banks/RRB/DCCB/UCB in India.</li> </ul>

4	Credentials	<ul style="list-style-type: none"> <li>Should have had the experience of providing advisory services like project management of core banking for a bank and experience in handling multiple systems integration with CBS</li> </ul>	15	<ul style="list-style-type: none"> <li>15 marks- if the criteria are met for Co- operative Banks (at least 1 State Co- operative Bank) along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>10 Marks- if the criteria are met for at least 1 State Co- operative Bank) along with 2 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>08 marks- if the criteria are met for 1 State Co- operative Bank) along with at least 1 Public Sector Banks/RRB/DCCB/UCB in India.</li> </ul>
<b>Sub Total</b>			<b>50</b>	
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 State Co-operative Bank or District Central Co-operative Bank (DCCB) in India and should be with the firm for a period of at least two year. The areas of expertise are:				
5	People	A. IT Strategy Formulation B. Current State Assessment and Gap Analysis Core Banking Vendor Evaluation and on-boarding	<b>10</b>	<ul style="list-style-type: none"> <li>10 marks – Minimum 3 resource each having experience in at least 01 State Coop Banks along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>08 marks – Minimum 2 resource each having experience in at least 01 State Coop Banks along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>06 marks - Minimum 1 resource each having experience in at least 01 State Coop Banks along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> </ul>
6	People	A. Mobile Banking, IMPS, UPI B. Internet Banking C. Micro ATM, Financial Inclusion Loan Origination System, CRM, Datawarehouse	<b>10</b>	<ul style="list-style-type: none"> <li>10 marks – Minimum 3 resource each having experience in at least 01 State Coop Banks along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>08 marks – Minimum 2 resource each having experience in at least 01 State Coop Banks along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>06 marks - Minimum 1 resource each having experience in at least 01 State Coop Banks along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> </ul>



7	People	The Project Manager proposed for this project by the bidder should have a relevant years of work experience and should also have experience of working with State Co-operative banks/District Co-operative banks/ Public sector banks in India	05	<ul style="list-style-type: none"> <li>05 marks – Minimum 05 years of total work experience with experience of work with at least <b>01 State Coop Banks</b> along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> <li>03 marks – Minimum 03 years of total work experience with at least <b>01 State Coop Banks</b> along with 3 or more Public Sector Banks/RRB/DCCB/UCB in India</li> </ul>
<b>Sub Total</b>			25	
8	Bidder's presentation	Bidder's presentation on methodology, process & proposed manpower	25	Subjective Evaluation.
<b>Sub Total</b>			25	
<b>Total</b>			<b>100</b>	

Note:

- Minimum qualifying score will be 70%
- 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.
- The bidder should provide documentary evidence/self-certification for the criterion nos. 5,6,7.
- Only eligible bidders will be qualified for the participation in the commercial evaluation.

## 8 TECHNICAL BID FORMS.

(Unless otherwise specified, all the forms should be on the letter head of bidder duly signed by an authorized signatory)

### 8.1 Technical Bid (Cover)

To

**The Managing Director  
The Bihar State Co-operative Bank Ltd.  
Ashok Raj Path,  
Patna - 800 004**

Ref: - Proposal for Selection of Consultant Firm for Preparation of IT Strategy and Policy and Selection of SI for Core Banking and Allied Solutions

Dear Sir,

1. Having examined the Tender Documents including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consulting services for the implementation the Project in conformity with the said Tender Documents and in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to complete the project within the scheduled time lines.
3. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bihar state Co-operative Bank Ltd.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", and or any other law concerning this in force in India.
6. We agree that the Bihar State Co-operative Bank Ltd. is not bound to accept the lowest Bid or any Bid, or the Bank may reject all bids.
7. We have not been barred/ blacklisted by any regulatory / statutory authority.

Authorized Signatory  
Designation:

Company:  
Stamps:

Date:

## 8.2 Technical Bid Main Form:

### 1. Organizational Profile

S. No.	Description	Details (to be filled by the Applicant)
1	Name of the company	
2	Official address	
3	Phone No. and Fax No.	
4	Corporate Headquarters Address	
5	Phone No. and Fax No.	
6	E-Mail address	
7	Web Site Address	
8	Goods and Services Tax (GST) Registration No. (Documentary)	
9	Permanent Account Number (PAN) Photocopy of PAN Card to be enclosed	
10	Annual Turnover: 2019-20 2020-21 2021-22	
11	Profit After Tax for the Financial Year: 2019-20 2020-21 2021-22	

### 2. Details of person with the Bidder duly authorized to sign the Bid/Contract:

- (a) Name :
- (b) Designation :
- (c) Telephone Number :
- (d) E-Mail Address :
- (e) Fax Number :

*(to submit document of authorization in terms of a Power of Attorney/ Board Resolution duly certified by the Chartered accountant of the Company)*

### 3. Details of person with the Bidder who will serve as the point of contact:

- (f) Name :
- (g) Designation :
- (h) Telephone Number :
- (i) E-Mail Address :
- (j) Fax Number :

4. Details of Experience in implementation of similar services

Sl. No.	Name of organization	Description of Application/ Solution	Period During which Implemented	
			From	To

N.B. Enclosed copies of Purchase Orders should be in name of the bidder only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the bidder shall be rejected summarily.

Authorized Signatory  
Designation:

Company:  
Stamps:

Date:

### 8.3 Resource Commitment & Deployment

#### 1. Proposed Team Profile

<b>Sl. No.</b>	<b>Name of Personnel</b>	<b>Proposed position</b>	<b>Domain of expertise</b>	<b>No. of years of Industry standard experience</b>	<b>Reference to Page no. of his/ her CV as per Clause</b>

#### 2 Resources exposure in State Co-operative / District Co-operative Banks

<b>Sl. No.</b>	<b>Name of Personnel</b>	<b>State / District Co-operative Banks Name where worked</b>	<b>Contact details of State / District Co-op. Bank</b>	<b>Worked under which organization</b>

Authorized Signatory  
Designation:

Company:  
Stamps:

Date:

#### 8.4 Curriculum Vitae (CV) of proposed team members

Bidder shall provide CV for all the members of the project team that shall be deployed on the project.

1.	<b>Proposed Position</b>	
2.	<b>Name of the Personnel:</b>	
3.	<b>Current Position and designation in the firm:</b>	
4.	<b>Overall Industry Experience</b>	
5.	<b>Nationality</b>	
6.	<b>Language Proficiency</b>	
7.	<b>Academic and Professional Qualifications</b>	
8.	<b>Experience (if any) in the State Co-operative banks / District Co-operative banks in India</b>	
9.	<b>Employment Record: (Starting with present position, list in reverse order)</b>	
10.	<b>Work(s) undertaken that best illustrates capability to handle the tasks assigned:</b>	

## 8.5 Letter of Commitment of Resources

To,

**The Managing Director  
Bihar State Co-operative Bank Ltd.  
Ashok Raj Path  
Patna - 800 004**

Ref: - Proposal for Selection of Consultant Firm for Preparation of IT Strategy and Policy and Selection of SI for Core Banking and Allied Solutions & commitment of Resources

Dear Sir,

1. Having examined the Tender Documents including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer our best resources to provide consulting services for the implementation the Project in conformity with the said Tender Documents and in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to complete the project within the scheduled time lines with the resources indicated therein.
3. We confirm that in case any resource leaves our organization or is not available to the IT Project of the Bank, we shall provide equivalent resources in terms of years of experience, domain expertise, and commitment to the CBS Project.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We agree that The Bihar State Co-operative Bank Ltd. is not bound to accept resources that are not deployed as per the Terms of this RFP and may levy penalties and liquidated damages.

Authorized Signatory  
Designation:

Company:  
Stamps:

Date:

## 8.6 Self-Declaration for Non-Blacklisting

**To**

**The Managing Director  
The Bihar State Co-operative Bank Ltd.  
Ashok Raj Path,  
Patna - 800 004**

Dear Sir,

Ref: - Proposal for Selection of Consultant Firm for Preparation of IT Strategy and Policy and Selection of SI for Core Banking and Allied Solutions

We hereby Confirm to the best of our knowledge and belief as on date, that \_\_\_\_\_ has not been blacklisted by any Govt. Department/ PSU/ PSE or banks or the Firm is otherwise not involved in any such incident with any concern whatsoever, where the job undertaken/ performed and conduct has been questioned by any authority, which may lead to legal action.

Authorized Signatory  
Designation:

Company:  
Stamps:

Date:



## 8.7 Compliance to Eligibility Criteria

Sl. No.	Eligibility Criteria	Document's Required	Complied (Yes/NO)
I	The Bidder should be a registered/Limited company under the relevant Companies Act or registered Partnership Firm under the relevant Partnership Act	Adequate documentation like registration, certificate of incorporation, Article / Memorandum of association, Partnership deed etc.	
II	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, Partnership deed, Article / Memorandum of association etc. PAN, Name change and date of establishment docs, ROC document	
III	Should have a positive net worth in each of the last three Financial Years i.e., 2019-20, 2020-21 & 2021-22.	Copy of the audited balance sheet of the company for the consecutive last three financial years (2019-20, 2020-21 & 2021-22). should be submitted along with Chartered Accountant Certificate.	
IV	Should have made profits after taxes in at least two out of the last three financial years i.e., 2019-20, 2020-21 & 2021-22.		
V	The Bidder should have a minimum annual turnover of Rs. 01 Crore per year from the consultancy service business during the last three financial years (2019-20, 2020-21 & 2021-22).		
VI	Bidder should not have been Blacklisted by the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission.	Self-declaration to this effect should be submitted in format provided under <b>section 8.6.</b>	
VII	Should have prior experience in performing end to end consultancy services comprising Current state assessment, IT Policy, IT Strategy, Vendor evaluation and selection for Core	Credential letter / experience certificates/ copy of purchase order or work order or notification of award/ copy of engagement contract from Cooperative banks	

	Banking, Anti Money Laundering, Mobile Banking with IMPS, DC-DR Infrastructure including network and security component and project management for at least 1 (One) State Co-operative banks in India.		
VIII	The bidder's people profile should have exposure in State Co-operative Banks and/or District Co-op Bank environment working experience. The resources should have provided service as consultancy/project management.	Details of resources to be provided in "Resource commitment & Deployment" form under <b>Section 8.3</b> .  (Bank will verify)	
IX	In order to avoid conflict of interest, Bidder should not be implementers / solution providers / partners / system integrators for implementation of any of the applications in the Bank. (The bidder should submit a letter of undertaking to this effect)	Self-declaration should be submitted duly signed by the Authorized signatory in a format provided under <b>Section 8.9</b>	
X	Bidder should be individual organization. Consortium is not allowed	Self-declaration should be submitted duly signed by the Authorized signatory	

## 8.8 Compliance Sheet

### **COMPLIANCE SHEET**

#### **DECLARATION**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. \_\_\_\_\_ including all annexures, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the said RFP.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labor laws of country.

Authorized Signatory  
Designation:

Company:  
Stamps:

Date:

## 8.9 Self-Declaration

**To**

**The Managing Director  
The Bihar State Co-operative Bank Ltd.  
Ashok Raj Path  
Patna - 800 004**

Dear Sir,

Ref: - Proposal for Selection of Consultant Firm for Preparation of IT Strategy and Policy and Selection of SI for Core Banking and Allied Solutions

We hereby Confirm that we \_\_\_\_\_ want to participate for the RFP for appointment of IT consultant firm for Core Banking and Allied Solutions for The Bihar State Cooperative Bank Limited and not as a implementers / solution providers / partners / system integrator for implementation of any of the applications in the Bank.

We hereby also confirm you that if we \_\_\_\_\_ is selected for as a Consultant for this RFP. Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_, then we will not be eligible for participation for the next phase i.e. implementation of RFP/project.

Authorized Signatory  
Designation:

Company:  
Stamps:

Date:

## 8.10 Format of Performance Bank Guarantee

Tender Reference No: .....

Date .....

To,  
The Managing Director,  
The Bihar State Cooperative Bank Ltd.  
Head Office, Ashok Raj Path  
Patna - 800004

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated (hereinafter referred to as RFP, issued by Bihar State Cooperative Bank, IT Department, Head Office, Ashok Raj Path, Patna - 800004 in response of (IT consultant), a company registered under the Companies Act, 1956 and having its Registered / Corporate Office at.....has awarded the Contract valued Rs.....and appointed as IT consultant for Preparation of IT Strategy and Policy and Selection of SI for Core Banking and Allied Solutions vide Work order No..... dated on the terms and conditions as set out inter-alia in the said RFP and in the Work order.
2. WHEREAS you have in terms of the said Work order called upon Vendor/IT consultant to furnish a Performance Guarantee, for Rs .....Rupees only), equivalent to of the Contract value, to be issued by a Bank in your favor towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Work order and an Agreement entered / to be entered into in this behalf.
3. WHEREAS IT Consultant has approached us for issuing in your favor a performance Guarantee for the sum of Rs .....". (Rupees... only).

NOW THEREFORE in consideration Of you having awarded the Contract to..... inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We, .....Bank, .....a body corporate constituted under..... having its Head office at..... (Give full address) and a branch inter-alia at... ..... India at the request of... do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs..... (Rupees Only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of... of any of the terms and conditions of the Contract and in the event Of... committing any default Or defaults in carrying out any Of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non- execution of the Agreement as may be claimed by you on account of breach on the part of their obligations or default in terms of the said Work order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the .....has committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.

5. This Guarantee shall be valid up to.....plus 3 (three) months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said work order letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against the and either to enforce or forbear to enforce any of the terms and conditions of the said work order or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees ..... only) as aforesaid or extend the period of the guarantee beyond (date) unless expressly agreed to by us in writing.
7. This Guarantee shall not in any way be affected by you are taking or giving up any securities from or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of .....
8. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee
9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims against from time to time arising out of or in relation to the said work order / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.
10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e- mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
11. This Guarantee shall not be affected by any change in the constitution of.....or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and..... in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and ..... shall have no claim against us for making such payment.
14. We have the power to issue this Bank Guarantee in your bank's favor as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

15. Our authority to issue this guarantee may be verified with our Controlling Office situated at \_\_\_\_\_  
(Full details of persons to be contacted address and phone Numbers etc.).

16. Notwithstanding anything contained herein above;

- I. Our liability under this Guarantee shall not exceed Rs. .... (Rupees ..... only)
- II. This Guarantee shall be valid and remain in force up to ..... plus, the  
Claim period of 3 (three) months and including the date..... and
- III. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only  
and only if you serve upon us a written claim or demand for payment on or before the expiry  
of this Guarantee.

Dated this the.....day of..... 2021.

**Signature and Seal of Guarantors**  
**IT Consultant's Bank**

### 8.11 Format for Pre-Bid Queries Related to RFP (In Excel or Word Format)

Pre-Bid queries should be strictly in the below format:

RFP Ref: <b>XXXX</b>		Bidder's Name		
S. No.	Page No.	Section	Point as stated in RFP document	Comments/ suggestions/ Deviations
1				
2				
3				
4				
5				



## **9 COMMERCIAL BID FORMS**

**(Unless otherwise specified, all the forms should be on the letter head of bidder duly signed by an authorized signatory)**

### 9.1 Commercial Bid Cover Letter

**To**

**The Managing Director  
The Bihar State Co-operative Bank Ltd.  
Ashok Raj Path,  
Patna - 800 004**

Ref: - Proposal for Selection of Consultant Firm for Preparation of IT Strategy and Policy and Selection of SI for Core Banking and Allied Solutions

Dear Sir,

1. Having examined the Tender Documents including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer our best commercial rates to provide consulting services for the implementation the Project in conformity with the said Tender Documents and in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to complete the project within the scheduled timelines.
3. We confirm that this offer is valid for 180 days from the last date for submission of Tender Documents to the Bihar State Co-operative Bank Ltd.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We agree that the Bihar State Co-operative Bank Ltd. is not bound to accept the lowest Bid or any Bid, or the BANK may reject all bids.

Authorized Signatory  
Designation:

Company:  
Stamps:

Date:

**9.2 Commercial Bid Form:**

(The commercial bid should contain the total project cost The Bank will not provide any reimbursement for travelling, lodging/ boarding, local conveyance or any other related expenses. The bidder has to quote for the fees based on the scope of work outlined in Scope of Work. All commercials quoted shall be exclusive of taxes.)

**Table: Total Cost of Project**

<b>Scope of Work</b>	<b>Deliverables</b>	<b>Amount (in Rs.)</b>
Phase - I	Current State Assessment, Gap Analysis and Preparation of IT Strategy & Policy	
Phase -2	Preparation of RFP based on IT Strategy approved by Bank & Selection of SI	
Phase -3	Project Management, Monitoring of Implementation and Other Activities	
TCO (Phase 1 + Phase 2 + Phase 3)		

Rupees..... Only

**TERMS AND CONDITIONS ON COMMERCIAL PROPOSAL**

- 1) The above quoted fee is the lump sum (fixed price) amount and any add on in any form will not be payable by the Bank for whatsoever reason.
- 2) The **FEE EXCLUDES ALL TAXES, DUTIES, LEVIES, GST** etc.
- 3) The fee also includes the cost of deliverables for all the phases of the Project.
- 4) The BANK will deduct the tax at source, if any, as per the law of the land.
- 5) Further, we confirm that we will abide by all the terms and conditions contained in the Request for Proposal document.
- 6) The technically eligible bidders has to participate in the commercial evaluation process.

Authorized Signatory  
Designation:

Company:  
Stamps:

Date: