



**THE BIHAR STATE CO-OPERATIVE BANK LTD.
ASHOK RAJPATH, PATNA, BIHAR**

TENDER DOCUMENT

Tender Reference Number: BSCB/1639/26.08.2022

**Request for Proposal (RFP)
For
Supply, Installation, Implementation, Management and
Maintenance of Anti-Money Laundering (AML) Solution
for The Bihar State Co-operative Bank Ltd.**

RFP Notice

RFP for Supply, Installation, Implementation, Management and Maintenance of Anti Money Laundering (AML) Solution for The Bihar State Co-operative Bank Ltd.

Sealed Tender are invited under two Bid Technical & Financial system from reputed software company / firm / agency for Supply, Installation, Implementation, Management and Maintenance of Anti Money Laundering (AML) Solution for The Bihar State Co-operative Bank Ltd.

The detailed RFP Documents can be downloaded from our website: <http://biharscb.co.in/tender>.

NOTE:

The bank also reserve its right to accept / reject / modify any or all of the responses to the RFP document without assigning any reason whatsoever.


(Managing Director)
The Bihar State Co-operative Bank Ltd.



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1. Invitation for Tender Offers:

The Bihar State Co-operative Bank Ltd. invites sealed tender offers (technical offer and commercial offer separately) from the eligible bidders for Supply, Implementation, Maintenance and Management of Anti Money Laundering (AML) solution in The Bihar State Co-operative Bank Ltd. Bid related details are given below:

Tender Reference	
Date of issue of RFP	26.08.2022
Fees for RFP Document (non-refundable)	Rs. 10000/- (Rupees Ten Thousand) only
Earnest Money Deposit (EMD)	Rs. 100000/- (Rupees One Lakh) only
Date & Time of pre-bid meeting	13.09.2022 at 12:00 PM
Last Date and Time for receipt of tender offers	20.09.2022 at 4:00 PM
Date & Time of opening of Technical Bids	22.09.2022 at 12:00 PM
Opening of Commercial Bid	Will be informed subsequently to eligible & technically qualified bidders.
Address for Communication	The Bihar State Co-operative Bank Ltd., Head Office: Ashok Rajpath, Patna - 800004 BIHAR
Telephone & Fax Numbers	0612 - 3298351, 3298350, 3298024 EPBX, 2300364, 2300324 Fax: 2300262, 2300662 Telegram: "APEXCOBANK" PATNA
Email ID for Queries / Clarifications	pdr@biharscb.co.in
Website	https://biharscb.co.in/

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder). In case the specified date of submission & opening of Bids is declared a holiday in Bihar under the NI Act, the bids will be received till the specified time on next working day. The Bihar State Co-operative Bank Ltd. is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid. It is essential that all clarifications / queries / suggestions be submitted to The Bihar State Co-operative Bank Ltd. to the above mail id at least one working day before the date of the pre-bid meeting. Fees for RFP document Rs.10000/- (Rupees Ten Thousand) only to be paid in the form of Demand Draft in favour of "The Bihar State Co-operative Bank Ltd", payable at Patna. RFP document should be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers. Tender offers (Technical) will be opened, in the presence of the tenderer's authorized representatives who choose to attend the opening

of tender. No separate communication will be sent in this regard.

1.1 Information Provided:

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

1.2 Disclaimer:

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

1.3 Cost Borne by Respondents:

All cost and expenses (whether in terms of time or money) incurred by the Recipient/Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the bank, will be borne entirely and exclusively by the Recipient/Respondent.

1.4 Recipient Obligation to Inform Itself:

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.5 Evaluation of Offers:

Each Recipient acknowledges and accepts that the bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Concurrent Auditor for carrying out Concurrent Audit for accounts opened / Re-KYC / any other

activity as proposed by the RBI/Bank.

This issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.6 Errors and Omissions:

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

1.7 Terms and Conditions:

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

1.7.1 General Terms:

Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.7.2 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

1.7.3 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.7.4 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.7.5 Recipient Obligation to Inform Itself: The Recipient must apply its own care

and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

- 1.7.6** Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
- 1.7.7** The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 1.7.8** Standards: All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.
- 1.7.9** Acceptance of Terms: A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.
- 1.7.10** Only one submission of response to RFP by each Respondent will be permitted.
- 1.7.11** The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- 1.7.12** The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 1.7.13** Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the vendor responses would not be incorporated automatically in the tender document.
- 1.7.14** Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.
- 1.7.15** The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 1.7.16** **Bid Document Availability**

The Bidding Document may be obtained from the BSCB Head Office as under or downloaded from BSCB's Website www.biharbank.bih.nic.in and the bid should be submitted on or before the due date and time brought out in the bidding document at the address given below:

Managing Director

The Bihar State Co-operative Bank Ltd.,
Head Office: Ashok Rajpath, Patna – 800004
BIHAR

Bidders should note that all the information required by the BSCB in RFP needs to be provided. Incomplete information may lead to rejection of the Bid.

1.7.17 Format and Signing of Bid

Each bid shall be submitted in 2 parts (one for Technical Proposal and one for Commercial Bid):

- a. Part I - Technical Proposal
- b. Part II - Commercial Bid

The two parts should be in two separate covers, each superscribed with the name of the Project as well as “**Technical Proposal**” and “**Commercial Bid**” as the case may be.

1.7.18 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

1.7.19 Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. The BSCB reserves the right to reject bids not conforming to above.

1.8 Background of The Bihar State Co-op 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. Its 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 Dated 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:

- Maharaja Bahadur Guru Mahadev Sharan Prasad Shahi (Hathua)
- Raja Bahadur Kritya Nand Sinha, (Banaili)

- Rai Bahadur Harihar Prasad Narayan Singh (Dumraon)
- Raja P.C. Lal (Purnea)
- The Bank was established with an initial fund of about three lacs as detailed below:

1.9 Present IT setup:

- The Bihar State Co-operative Bank (BSCB), and 23 other District Central Co-Operative (DCCBs) had deployed Core Banking Solution (CBS) of M/s Wipro Limited on ASP Model.
- All the 13 branches of the Bihar State Cooperative Bank are under CBS system.

1.10 Confidentiality:

- The BSCB expects the Bidder to strictly adhere to the instructions given in this document and maintain the confidentiality of this RFP. All the information contained in this document is confidential and is provided with the purpose of enabling the Bidders to understand the requirements of the BSCB. The BSCB will not be liable and will hold the Bidder responsible for any misuse of this document.
- The BSCB reserves the right to change the dates, timings mentioned in clause 1 above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under Tender Section on BSCB’s web-site.

2. Scope of the project:

- I. The Bihar State co-operative Bank Ltd. intends to procure an “AML Solution” for the Bank. The solution must have compatibility with Core Banking Solution (Finacle 7) and above version implemented in our bank and would include supply, installation, implementation, management and maintenance of all necessary Hardware and Software.
- II. The bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT services. Such remote access to the bank’s information technology system shall be subject to the following:
 - a. Service Provider shall ensure that the remote access to the Bank’s VPN is performed through a laptop/desktop (Device) specially allotted for that purpose by the Service provider and not through any other private or public device.
 - b. Service provider shall ensure that only its authorized employees / representatives access the device.
 - c. Service provider shall be required to get the Device configured as per the bank’s prevailing standards and policy.

3. Eligibility Criteria for Bidders:

The bidder is required to satisfy the following requirements for being eligible for participation in the bidding process.

	Eligibility Criteria	Documents Required
1.	The AML solution offered should	Documentary proof from the concerned

	have been implemented in at least two of the scheduled commercial banks. Preference will be given to the company having implemented in any state co-operative bank.	institution for having implemented the solution and is currently in use is to be produced.
2.	The bidder should be a Limited Company in India and should be in existence for a minimum period of 5 (five) years as on 31.03.2022.	Copy of Certificate of Incorporation issued by the Registrar of Companies to be furnished.
3.	The annual turnover of the bidder should not be less than Rs. 50 Crore for the last three financial years.	Certificate from a chartered accountant supported by Audited Financial Statements (and Annual Reports, if applicable) for relevant years are to be furnished.
4.	The bidder must be able to provide 24*7 onsite operational and technical support to the bank at Bihar.	The bidder is required to submit an undertaking and complete details of support centres in the said location.
5.	The bidder and OEM (Original Equipment Manufacturer) member should not have been blacklisted by any Bank/PSU/GOI department as on date of submission of bid.	A self declaration from the bidder and OEM to this effect should be submitted by the bidder.
6.	The solution/product offered with respect to KYC/AML/CFT modules should be compatible with all the guidelines issued by regulatory/ government bodies.	A declaration to this effect is to be submitted by the bidder and OEM.

Photocopies of relevant documents / certificates, duly stamped and signed must be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. The decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder. The bidder should submit a copy of the RFP duly signed by the authorized person with seal and date for having accepted the terms and conditions without any deviations.

4. Instructions to Bidders:

The Bihar State Co-operative Bank Ltd. invites the bidder's attention to the following terms and conditions.

The bidder must be the OEM or System Integrator with authorized tie-ups, back-to-back support relationship with the OEM (Original Equipment Manufacturer) for both hardware and software separately and shall be a single point of contact for The Bihar State Co-operative Bank Ltd.

4.1. Pre-bid Meeting:

- a) A pre-bid meeting is scheduled to be held at the following address at 12:00 PM. on

13.09.2022.

The Bihar State Co-operative Bank Ltd.

Head Office

Ashok Rajpath, Patna, Bihar-800004

- b) In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the cost of Bid Document i.e. Rs.10000/- (non-refundable) by way of Demand Draft in favour of The Bihar State Co-operative Bank Ltd. at Patna. Only those bidders or their authorized representatives (maximum 2 persons per bidder) who have registered with the bank can participate in the pre-bid meeting. Such bidders who have submitted DD for attending pre-bid meeting are not required to submit the DD for cost of Bid Document with the technical bid.
- c) The purpose of the pre-bid meeting is to clarify the doubts of the bidders, if any.
- d) The bidder is requested to submit any queries/clarifications to the bank at least one working day before the date of pre-bid meeting as mentioned in point no. 4.1 (a).
- e) The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment/s to the bid document, if any, will be posted on our website.
- f) The bidder, who is not attending the pre-bid meeting, shall submit the bid along with a Demand Draft in favour of The Bihar State Co-operative Bank Ltd, payable at Patna for Rs. 10000/- (non-refundable). Bid submitted without DD will not be considered.

5. Two Bid System:

Sealed Envelopes Containing Technical Proposal (Technical Bid) should be clearly superscribed as 'Technical Bid-RFP for AML Solution'. All the documents constituting the Technical Bid should be submitted in hard copy and softcopy also. No commercial information should be available in the Technical Bid. The Technical Bid should be submitted at the address given below.

The Managing Director

The Bihar State Co-operative Bank Ltd.

Head Office

Ashok Rajpath, Patna, Bihar-800002

5.1. Technical Bid:

- The technical bid will be evaluated for technical suitability as well as for other terms and conditions mentioned in Point No. 1.7.
- It should include introduction to the project.
- It should include background of the system integrator / bidder.
- It should include the details of OEMs and a brief write up on partnership of bidder with OEMs.
- It should include brief summary of understanding of the bank's requirements, vendor(s) capabilities, and solution / product description.
- It should include statement of compliance-eligibility criteria and requirements.
- It should include necessary documentation in support of corporate structure,

founder and related history of the company, ownership structure, and number of years in business and relevant business lines, specific certifications (ISO 17799, BS 7799, etc).

- It is mandatory to provide the functional and technical details in the exact format as given in the RFP. Correct functional & technical information of the solution being offered must be provided in the structured format. The offer may not be evaluated by Bank in case of non adherence to the format or partial submission of technical details.
- It should include client list of AML solution implemented in / outside the state of Bihar.
- It should include Fees for tender document (if not submitted at the time of pre-bid meeting) and EMD amount in the form of a Demand Draft(DD).
- It should include detailed technical specifications and sizing of the proposed hardware, OS, database and other software utility.
- It should include details of all licenses and sizing including server(s) / processor / storage / client software for proposed components.
- It should include compliance with all functional requirements without deviations.
- It should include detailed architecture of the proposed solution with various features / functioning of the system / sub-system including fail over methodology, replication methodology and strategy at both Primary & DR site.
- It should include road map on scalability, version upgrade / releases of AML Solution and up gradation of interface in case of version upgrade in bank's CBS as well as changes in regulatory / statutory requirements from time to time.
- It should include details of service support infrastructure of proposed solution.
- It should include process of integration through bank's CBS (Finacle 7) and above version.
- It should include detailed bill of material for hardware & software components with model, without any price information.
- The soft copy of the Technical bid document (in MS-Word / PDF format) also should be provided to the bank in a CD/DVD at the time of submission of technical bid. The contents of the softcopy should be same as that of hardcopy submitted in the same order. In case of discrepancy between the softcopy and hardcopy, the version of the hardcopy submitted shall prevail.
- The bidder should submit a hard copy of the RFP duly signed by the authorized person with seal and date for having accepted the terms and conditions.
- Compliance for the facility management and training needs required by the bank. No addition / alteration to the RFP and its formats are permitted unless the bank specifies the same to all the bidders.

5.2. Commercial Bid:

- After technical evaluation, only the eligible bidders will be communicated of the

date and time of Commercial Bid.

- The prices should be quoted in Indian Rupees only.
- Commercial bid should include warranty for the hardware, software and the entire solution supplied as part of this contract for a period of five years from the date of go live.
- The Commercial proposal should contain all relevant price information and should not contradict the Technical Proposal in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, excluding GST. The Bank is not responsible for the arithmetical accuracy of the bid.

5.3. Date of Submission:

The hard copy of the proposal should reach the Bank on or before **16.00 hours IST on 20.09.2022**. The proposals received later than the above scheduled date and time will not be accepted. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover. The details in Technical Bid should be exactly as stipulated and otherwise the offer is liable to be rejected.

5.4. Bid Submission :

The Bidder shall submit both (Technical Proposal and Commercial Bid) in separate Envelopes simultaneously to the BSCB at the address given above.

5.5. Earnest Money Deposit (EMD):

- 5.5.1 The Earnest Money Deposit (EMD) amount is of 1,00,000/- (Rs. One Lac only) to be submitted in favour of **“The Bihar State Co-operative Bank Limited”** payable at **Patna**.
- 5.5.2 The Earnest Money Deposit (EMD) is required to protect the BSCB against the risk of Bidder’s conduct, which would warrant the EMD forfeiture. No interest will be paid on the EMD.
- 5.5.3 Any Bid without EMD, as above, will be rejected by the BSCB, as non-responsive.
- 5.5.4 Unsuccessful bidders’ Earnest Money Deposit (EMD) will be returned to the bidder.
- 5.5.5 The successful Bidder(s) Earnest Money Deposit (EMD) will be discharged upon the completion of the work as per the RFP document.
- 5.5.6 The Earnest Money Deposit (EMD) may be forfeited in following cases:
 - a) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval for whatsoever reason it may be, shall result in forfeiture of the EMD of the bidder.
 - b) If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time its EMD shall be forfeited.
 - c) In the case of a successful Bidder, if the Bidder fails, to sign the Contract.
 - d) If successful bidder fails to supply and adheres to terms & conditions of the tender documents or purchase order placed by BSCB or violates any terms and conditions of the Tender in question.
 - e) In case, the L1 bidder fails to honour the contract / sign the contract, the BSCB shall be at liberty to negotiate with L2, L3(in this order) responsive bidders to enter into the contract to response the requirements under the RFP at L1 rate or as settled between the parties there upon.

5.6. Proposal Process Management:

Bank reserves the right to accept or reject any or all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meeting during the process.

5.7. Date of Bid Expiration:

5.7.1. Bids shall remain valid for 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the BSCB as non-responsive.

5.7.2. In exceptional circumstances, the BSCB may seek the Bidders' consent for extension of the period of validity. The request and the responses thereto shall be made in writing. The Earnest Money Deposit (EMD) provided shall also be suitably extended.

5.8. Sealing and Marking of Bids:

The Bidders' shall seal one envelope of **"Technical Proposal "** and one envelope of **"Commercial Bid"** and the two envelopes shall be enclosed and sealed in one outer envelope. The Bidder may submit soft copies of the Technical Bid documents & specifications in the form of CD separately. The inner and outer envelopes shall bear the Project Name as under:

For Technical Bid: **"RFP for Supply, Implementation, Maintenance and Management of Anti Money Laundering (AML) solution.**

The Technical Bid should contain following:

- a. Original Technical Bid Document Signed and Sealed.
- b. Offer Letter as per Format

5.9. Opening of Technical Bid by the BSCB

Technical Bids will be opened in front of the present authorized representatives of the bidders with authority letter.

5.10. Preliminary Examination:

5.10.1 The BSCB will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

5.10.2 The BSCB may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

5.10.3 The BSCB will first examine whether the Bid and the Bidder is eligible in terms of Part 3 – Minimum Eligibility Criteria.

5.10.4 Prior to technical evaluation, the BSCB will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (EMD), Applicable Law, Minimum Eligibility Criteria, AMC and Force Majeure will be deemed to be a material deviation.

5.10.5 The BSCB's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

5.10.6 If a Bid is not responsive, it will be rejected by the BSCB and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

5.11 Opening of Commercial Bids:

5.11.1 Commercial Bids submitted by only those Bidders whose bids are evaluated by the BSCB as technically responsive will be opened.

5.11.2 The Bidders shortlisted / evaluated for opening of the Commercial Bids will be informed of the date / time / Venue of opening of Commercial Bids.

5.11.3 The L1 will be decided on the basis of the price quoted as per Part: 7 – “Commercial Bid” of this RFP. The bidder should quote rates for financial transactions only. Failure to do so will lead to disqualification of the bidder.

5.12 Authorization to Bid:

Responses submitted by a Bidder to this RFP(including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Bidder’s response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

5.13 Bid ownership:

The RFP submitted and all supporting documentation/templates are the sole property of The Bihar State Co-operative Bank Ltd. and should not be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified.

6. Selection process:

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of Technical evaluation and the price quoted. The Technical and Commercial Assessment shall have weightage of 70% and 30%, respectively, for evaluation, and this weightage shall be taken into consideration for arriving at the L1 price. Arithmetical errors will be rectified on the following basis. 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. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

6.1. Phase I (Technical Offer):

Technical bids will be opened and bidders meeting the eligibility criteria will be shortlisted. The bidders need to explain their understanding of the project clearly in their Technical proposal. Scoring will be done as per Scoring chart mentioned in Eligibility Criteria. All bidders scoring more than 70 marks (in technical criteria) will be selected as the Technically Qualified Bidders. In case, less than three bidders get more than 70 marks in the technical criteria, the top three bidders getting the maximum marks in Technical Capability will be given preference, subject to them getting at least 50 marks. In case. BSCB receives only single bid or only one bidder gets technically

qualified, then BSCB would allot the tender to such single bidder. The bidders will have to submit the Technical Proposal in the attached format – Annexure A.

6.2. Phase II (Financial Offer):

The Financial bids for shortlisted bidders after Phase I, will be opened. Based on overall assessment and calculation of L1 vendor given below, selection of L1 vendor will be done. The bidders will have to submit the financial bid in the attached format - Annexure B.

The proposal shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed)
 2. EMD (Earnest Money Deposit)
 3. Application money
 4. Technical Bid (Annexure A)
 5. All copies of certificates, documentary proofs etc.
 6. Financial Bid (Annexure -BC)
- All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and signed by authorized signatory on behalf of the Bidder.
 - The Bids shall be addressed and submitted to: **“The Managing Director, The Bihar State Co-operative Bank Ltd., Ashok Rajpath, Patna, Bihar 800004”.**
 - The bids (arranged as mentioned above) are to be submitted to the Managing Director, BSCB, Patna marked with the tender number, at the above address on or before the due date & time as specified.
 - The bid submitted anywhere else is liable to be rejected.
 - It may be noted that all queries, clarifications, questions etc., relating to this ‘Tender Document’, technical or otherwise, must be in writing only and should be to the nominated point of contact. Bidders should provide their E-mail address in their queries without fail.
 - The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.
 - The proposal should be prepared in English. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.

6.3. Vendor Assessment Methodology:

Technical Assessment (70% weightage):

1. Full marks i.e. 70 (absolute value) will be awarded to the bidder scoring the highest marks as per Ranking methodology for Technical evaluation.
2. Proportionate marks will be awarded to the other bidders as a percentage of the highest marks received in Technical bid evaluation.

Commercial Assessment (30% weightage):

1. Full 30 marks will be awarded to the bidder quoting the lowest price i.e. 30% of 100 i.e. 30. Similarly, proportionate marks will be awarded to absolute value quoted by other bidders.

Overall Assessment for calculation of L1:

1. Marks scored in Technical Assessment and Commercial Assessment will be added.
2. The bidder scoring the highest marks will be L1.

6.4. Termination of Contract:

- 6.4.1.** BSCB reserves the right to cancel the entire / unexecuted part of Purchase Order at

any time by without assigning appropriate reasons in the event of one or more of the following conditions:

- a. Non-satisfactory performance of the Vendor in terms of the Tender during implementation and operation of the project.
- b. Failure to integrate / implement the project as per the requirements of the BSCB.
- c. Serious discrepancies noted in the implementation of the project.
- d. Breaches in the terms and conditions of the Order.
- e. The vendor or his contractors are found to be indulging in unfair practices/committing frauds.
- f. The general maintenance of the software is poor and there is no improvement despite bringing it to the notice of the vendor.
- g. The BSCB suffers a reputation loss on account of any activity of the vendor.

6.5. FORCE MAJEURE:

6.5.1. The Vendor or the BSCB shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Vendor or the BSCB, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. Unless otherwise directed by the BSCB, the Vendor shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

6.5.2. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 180 days month, the BSCB and the Vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor.

6.6. Resolution of Dispute:

Any dispute or differences or claims arising out of or in relation to the contract, will first be settled by a mutual understanding between the parties. If not, thereupon, the disputes so arises, the same will be settled as per the extant law of the land, through competent court of Law under the territorial Jurisdiction at Patna (Bihar) only.

6.7. Indemnity:

- 6.7.1.** The Vendor shall indemnify, protect and save the BSCB against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from any actions of the employees or sub-contractors, agents of the Vendor.
- 6.7.2.** The Vendor shall indemnify, protect and save the BSCB against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all hardware and software used by them.
- 6.8. Training:**
The successful bidder shall provide complete training on the complete usage and operationalization of AML Solution software, to the bank's officers and staff.

7. Annexure / Formats for the Proposal

Form 1:

a) Annexure A-Technical Proposal Format

Particulars to be provided by the bidder in the technical proposal - Tender No.

1.	Name of the Bidder	
2.	Year of establishment and constitution	
3.	Location of Registered / Head office	
4.	Address of Local Office	
5.	Mailing address of the bidder	
6.	Names and designations of the persons authorized to make commitments to the Bank	
7.	Telephone and Email of the contact person	
8.	Details of description of business and business background service profile	
9.	Turnover of the Bidder company for the years: 2019-20 2020-21 2021-22	
10.	Details of installations of the proposed items in banks in India with Name of the Bank, Name of contact person and contact number.	

Declaration:

1. We confirm that we are technically eligible for submitting the said proposal for Supply, Installation, Implementation, Management and Maintenance of Anti Money Laundering (AML) Solution for The Bihar State Co-operative Bank Ltd.
2. We confirm that we will abide by all the terms and conditions contained in the 'Tender Document'.
3. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the 'Tender Document', in short listing of bidders.
4. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
5. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to 'Tender Document'.
6. We confirm that we have noted the contents of the 'Tender Document' and have ensured that there is no deviation in filing our response to the 'Tender Document' and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Seal & Signature of the bidder

Date:

Form 2:

b) Annexure B-Commercial Proposal Format

The Financial Bid should contain the Total cost, on a fixed cost basis. The format for the financial bid (Per unit cost) is given below:

COMMERCIAL BID FORMAT – SOFTWARE APPLICATIONS & SERVICES – LICENSE MODEL

**REQUEST FOR PROPOSAL (RFP) For SUPPLY/INSTALLATION/
CUSTOMIZATION/TRAINING/ SUPPORT of AML SOLUTION**

Sr. No.	Particulars	Total Amount
1	One time Application S/W cost - Perpetual	
2	Implementation, Integration, Installation & Training Cost	
3	Third-Party Application Cost(if any)	
4	Annual AMC/ATS Charges	
5	Any Other Cost	
	GRAND TOTAL in INR	

(Signature)

(Name, Designation and Address)

Date:

Form 3:

c) Format for Covering Letter

Dear Sir,

**Subject: REQUEST FOR PROPOSAL (RFP) For SUPPLY/INSTALLATION/
CUSTOMIZATION/TRAINING/ SUPPORT of AML SOLUTION at "BANK NAME, BANK
NAME".**

In respect of the Implementation of Anti-money Laundering solution, for "BANK NAME", please find enclosed our response to your RFP dated -----

1. Having examined the RFP document / Bid Document and Forms, appendix thereto and addenda numbers thereto, we, the undersigned, in conformity with the RFP Document, offer to provide the Applications & Services as defined and described in the RFP Document, on the terms and conditions mentioned in the RFP document and for the Sum/price indicated as per financial Bid.
2. We certify that we are the authors / assignees / licensees / System Integrators of the ----- Anti-money Laundering Solution and / or its components. We have produced for your inspection, copy of the letter of assignment / license given by the author of AML System. We further certify that the sale of the New AML to you by your use and us thereof does not infringe / violate any provisions of the applicable laws including laws relating to the Intellectual Property Rights (IPRs) and the same is in compliance in all respects with all applicable laws and regulations.
3. If any action is brought against you for infringement / violation, of the applicable laws including laws relating to IPRs in respect of the AML System supplied by us to you, we will defend the same at our cost and consequences and will indemnify you of all the costs and other expenses that you may incur in this connection.
4. Any upgrades / updates and new releases / versions of the AML System or its components supplied shall be immediately incorporated in your system at cost/or no extra cost depending upon the corporate policy of our company and as per the rates quoted in the Commercial Bids and as mutually acceptable between us and "BANK NAME".
5. We undertake, if our proposal is accepted, to provide the Services comprised in the Contract within timeframe specified, starting from the date of receipt of notification of award from "BANK NAME".
6. We agree and undertake to abide by this proposal for the period of 90 days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

7. We agree to execute a Contract / Agreement in the form to be communicated by "BANK NAME", incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of your intention to accept this proposal.
8. Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding Contract / Agreement.
9. We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
10. We certify that all the information and representations furnished herein are true, correct, valid and subsisting in every respect and can be supported with relevant documents of proof on demand by the "BANK NAME" Bank.
11. As security for the due performance and observance of the undertaking and obligation of the bid we submit an amount of Rs.----- (Rupees. -----) by Demand Draft / Banker's Cheque bearing no. _____ dated _____ drawn in favour of "BANK NAME" Limited payable at {=====}.

OR

Bank Guarantee (BG) issued by _____ dated _____.

Dated this ____ day of _____ 2021

Signature

(Company Seal)

In the capacity of

Form -4: Technical Bid form

Date:

To,
Managing Director,

Dear Sir:

Ref: _____

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer our services for System Integration in conformity with the said Bid Documents.

We agree and undertake that, if our Bid is accepted, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee in a sum equivalent to 10 (Ten) percent of the Contract Price for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of "BANK NAME".

We agree and undertake to abide by the bid terms of Bank including the rates quoted therein for the orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Bank duly initiated/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a demand draft of Rs. -----/- (Rs.----- only) towards Bid Security, in favour of "BANK NAME" drawn on _____, _____ Branch payable at.

Form - 5: Format of power-of-attorney

(On Stamp Paper of Rs. 500/-)

We ----- {Name of the Company / Bidder} appoint Shri. -----
Designation: -----who is presently employed with us and holding the position as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in our proposal For SUPPLY/INSTALLATION/ CUSTOMIZATION/TRAINING/ SUPPORT of AML SOLUTION by "Bank Name." (hereinafter referred to as Bank's Name), including signing and submission of all documents and providing information/responses to "Bank Name." in all matters in connection with our Bid / Offer.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 2022

For

(Signature)

(Name, Designation and Address)

/

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Form - 6: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 2022

Signature

(Company Seal)

-----End of Document-----