TENDER DOCUMENT

FOR

HUMAN RESOURCES MANAGEMENT SOLUTION (HRMS) ITS IMPLEMENTATION, MAINTENANCE, CUSTOMIZATION AND POST IMPLEMENTATION SUPPORT ON CLOUD

Reference Number: RFP NO. MSCB/ITD/104/Dated 24.07.2026

Cost of the Tender Document:

Rs.5,000/- (Rupees Five Thousand Only) per copy.

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

Sir Vithaldas Thackersey Smruti Bhavan,
9, Maharashtra Chamber of Commerce Lane, Fort Mumbai 400001.

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1. Tender Highlights:

Document Reference	RFP NO. MSCB/ITD/ 104 /dtd.24.07.2026
Price of Tender Document	Rs. 5,000 /- plus GST @18% by NEFT Only
EMD Amount	Rs. 100000/- by NEFT Only
Date of Commencement of Sale of Document	**24.07.2026**
Last date of submitting Pre-Bid Queries	**03.08.2026**
Date of Pre-Bid Meeting (Only those Vendors can participate who have purchased tender document)	**05.08.2026**
Last date of submission	**13.08.2026**
Date of Technical Bid Opening	**14.08.2026**
Date of Financial Bid Opening	Will be communicated to vendor by email.
Address for Communication	Manager, IT Department, The Maharashtra State Co-operative Bank Limited, Sir Vithaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai 400001.
Contact Telephone Numbers	022-69801074 / 75
Email	it@msc.bank.in shekhar.matekar@msc.bank.in shweta.bagade@msc.bank.in

Terms and Conditions, eligibility criteria and procedure for submission of Bids are given in the tender document. The Tender document may be obtained by paying a non-refundable fee of Rs. 5,000/- (Rupees Five Thousand only) plus GST @18% in NEFT Account No 0002116900000003 (IFS Code – MSCI0082002, title of account – “EMD for Purchase of IT Products”). The same can also be downloaded from the official website of **MSCB** (www.mscbank.com) and may be submitted along with non-refundable fee of Rs 5,000/- (Rupees Five Thousand only) plus GST @18% in NEFT Account No 0002116900000003 (IFS Code – MSCI0082002, title of account – “EMD for Purchase of IT Products”).

Date :
Place: Mumbai

Dilip Dighe
Managing Director

2. MSC Bank Background:

The Maharashtra State Co-operative Bank (hereafter refer as MSC Bank) is a premier co-operative institute at State level established in 1911. It is rendering its services to its increasing number of clientele in more diversified and multifarious bank services and facilities over last 11 decades and has established itself a leader of co-operative movement in the state of Maharashtra. It has been in the process of helping the economic development of rural Maharashtra through its six regional offices and 57 Branches in the State.

The main business of the MSC Bank can be classified as direct financing for the District Central Co-operative Banks, Co-operative societies engaged in various fields like Sugar production, Marketing, Spinning Mills, various types of agriculture processing units; direct financing to some State level and National level co-operatives and refinancing through three tier system i.e. MSC Bank at apex level, DCC Banks at middle level and primary agriculture societies at grass root level.

At present the Bank has fully computerized environment with successfully running CBS. The Bank has a co-located Data Center at Mahape, Navi Mumbai and DR site at Bengaluru and Bank has established its own cyber security centre (CSOC) at administrative office, Vashi. Bank is having ISO 27001-2022 certification.

Present staff strength inclusive of contract staff is 800

Tender Objective:

The objective of this Tender is to call responses from vendors for comprehensive Human Resource Management Solution (HRMS) it’s implementation, maintenance, customization and post implementation support on cloud.

3. INSTRUCTIONS TO VENDOR:

3.1 PRE-QUALIFICATION CRITERIA (Annexure 2)

Vendor must comply with all mentioned criteria (**Annexure 2**). Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. MSC BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of MSC BANK in this regard shall be final, conclusive and binding on the vendor.

3.2 TWO BID SYSTEM

A. The offer should be submitted in two (2) separate envelopes and later in one common envelope. Likewise, all sealed envelopes are to be put in one common outer envelope. The details thereof are as follows:

1) ENVELOPE-I (Technical Offer):

- The Technical Offer (TO) should be completed and complied with in all respects and contains all information asked for, except prices.
- The TO should be in strict adherence to the Paragraph 4.3 and shall include all items as asked for in it.
- It is mandatory to submit technical details in the prescribed format (**Annexure B**) duly filled in along with the offer.
- The TO should not contain any price information.
- MSC BANK, at its sole discretion, may not evaluate a TO in case of non-submission or partial submission of technical details.
- The following information is required on the envelope
  1. Bidders name and address
  2. “Technical Bid for comprehensive human resource management solution (HRMS) its implementation, maintenance, customization and post implementation support” should be quoted on the envelope.

2) ENVELOPE-II (Commercial Offer):

- The Commercial Offer (CO) should give all relevant price information and should not contradict the TO in any manner.
- The CO should be in strict adherence to the Paragraph 4.4 and shall include all items as asked for in it.
- CO should be given strictly in the format given as **Annexure E** of the Tender
- The following information is required on the envelope
  1. Bidders name and address
  2. “Commercial Bid for comprehensive human resource management solution (HRMS) its implementation, maintenance, customization and post implementation support” should be quoted on the envelope.

B. The Details such as Name, Address and Contact Numbers of the authorized person representing the vendor must be written on all the envelopes.

C. Pen Drive containing the soft copies of the documents (excluding commercial offer) shall be placed in the respective envelopes.

D. All three envelopes should be properly sealed.

3.3 FORMAT FOR TECHNICAL OFFER/TECHNICAL BID

A. The Technical offer/Technical bid must be made in an organized, structured and neat manner and shall be spiral bound. Booklet / Brochures/ leaflets / specifications of Bill of Material etc. should not be submitted in loose form.

B. Vendor must ensure that all the documents are sealed and signed by the authorized signatory.

C. The printed copy of Technical bid proposal as given in **Annexure –A to Annexure I,** neatly typed on the letterhead of the vendor, duly filled in, signed and complete in all respect including annexure for detailed specifications of equipment etc. as directed.

D. Other documents to be submitted in the Technical Bid are:-

a) Index

b) Copies of vendor related documents

c) Profile, Infrastructure of vendor / Partners, Establishment location – Branches, support and development centers etc.

d) Technical Documentation (Product Brochures, leaflets, manuals etc.).

e) Valid deposit electronically in NEFT Account No 0002116900000003 (IFS Code – MSCI0082002, title of account – “EMD for Purchase of IT Products”) as EMD. (Must submit in technical bid only).

f) Detail Project Plan with Delivery Schedule (whatever is applicable).

g) Tentative briefing about the team to be deployed: number, qualifications etc.

h) List of customers and services provided. Please attach proofs of the same.

i) All Claims made by the vendor will have to be backed by documentary evidence. In case the same are found to be lacking in terms of the claims made, the vendor is liable to disqualification. MSC BANK may request the vendor to demonstrate all the technical functionalities and features (mentioned as ‘compliant’ in the vendor’s technical bid) as per MSC BANK’s discretion. Vendors who cannot show a feature or demonstrate functionality (mentioned as ‘compliant’ in the vendor’s technical bid) will be disqualified

E. A soft copy (Word/Excel/Power Point) of the entire BOM with the Technical Bid document should also be submitted **on a Pen Drive in the same sealed envelope** along with the hard copy of the Technical Offer excluding Commercial Information.

F. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Bank.

3.4 FORMAT FOR COMMERCIAL OFFER

A. Rates should be quoted in Indian Rupees (INR) only.

B. The taxes should not be quoted in the **Annexure E**.

C. The Commercial offer/Commercial bid must not contradict the technical offer/Technical bid in any way.

D. The suggested format for submission of Commercial offer/Commercial bid is as follows:

1) Index

2) A detail Rate schedule (as per **Annexure E**).

3) The commercial offer must contain all price information, including comprehensive details.

4) A statement that the vendor agrees to the Payment schedule given in the tender.

E. A soft copy (Word/Excel/Power Point) of the entire Technical Bid document should also be submitted **on a Pen Drive in the same sealed envelope (excluding commercial offer)** along with the Hard Copy of the Technical Offer.

3.5 GENERAL TERMS & CONDITIONS

A. The tender documents cannot be resold and / or transferred / assigned. If the same is done, tender documents are liable to be summarily rejected by MSC BANK. Any decision of MSC BANK in this regard shall be final, conclusive and binding on the vendor.

B. No changes should be made in this tender document. Vendor has a liberty to quote separately for new technical solutions or specifications wherever it is necessary other than general specifications.

C. The products/services offered should strictly confirm to the specifications given in the product literature. The technology proposed/marked for withdrawal from the market or under quality testing should not be offered.

D. In case, the software components delivered and installed are not as specified in the Purchase Order or not found working in the testing by the Bank, the vendor will have to replace immediately the software components or upgrade it as per specifications in the purchase order. All the expenses in this regard shall be entirely borne by the vendor.

E. If MSC BANK is not satisfied with technical specifications and the feasibility of the technical offers, the commercial offers of the respective vendor will not be opened. Technically disqualified offers will not be taken up for further process.

F. The price quoted by the vendor shall be exclusive of all taxes and need to furnish concerned documents to MSC Bank while delivering the items.

G. In case of technically qualified bidders with lowest overall price quote, the Bank reserves the right to request the bidder to match the product wise lowest price of other vendors.

H. Vendor should ensure efficient and effective rollout of the project as well as to ensure smooth operations of the complete system during the entire project life, the prospective vendor will be required to work in collaboration from the beginning of the project with the MSC Bank appointed Consultant.

I. The proposed Software Solution/ service must integrate with Bank's existing infrastructure seamlessly.

J. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide MSC the proposed Software Solution/ service adhering to Bank's requirements outlined in this RFP.

K. EARNEST MONEY DEPOSIT

i. Vendor shall deposit as part of its bid, EMD of Rs 1,00,000/- (Rs One lakh Only) electronically in NEFT Account No 0002116900000003 (IFS Code – MSCI0082002, title of account – "EMD for Purchase of IT Products") as EMD.

- **ii.** Unsuccessful vendor's EMD will be discharged within thirty (30) days from the Tender Award date.
- **iii.** No interest will be payable on EMD.
- **iv.** Tender made without paying EMD will be rejected. Any decision of MSC BANK in this regard shall be final, conclusive and binding on the vendor.
- **v.** **EMD may be forfeited:**
  - If the vendor withdraws its bid during the period of bid validity.
  - If vendor makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
  - In case of the successful vendor, if the vendor fails:
    - ✓ To sign the contract in the form and manner to the satisfaction of MSC Bank
    - ✓ To furnish performance security in the form and manner to the satisfaction of MSC Bank
  - In case the successful vendor complies with the requirement mentioned above, EMD will be returned within 30 days of compliance thereof.

L. PRE BID vendor MEETING:

There will be a meeting with all the vendors, to address any queries in connection with the tender document. It is essential that all clarifications / queries be submitted to MSC BANK on the date specified for this purpose. Only those vendors can participate pre-bid meeting who purchased the tender document by paying tender fee.

M. PERIOD OF VALIDITY OF BID

1) **Validity Period:** Bids shall remain valid for Ninety (90) days after the date of bid opening prescribed by MSC BANK.

N. MODIFICATION AND WITHDRAWAL OF OFFERS/BID

Vendor may modify or withdraw its bid/offer after its submission, provided that written notice of the modification or withdrawal is received by the MSC BANK prior to the closing date and time prescribed for submission of offers. No offer can be modified or withdrawn by the vendor, subsequent to the closing date and time for submission of offers.

O. PRELIMINARY SCRUTINY

MSC BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

P. CLARIFICATION OF OFFERS/BIDS

To assist in the scrutiny, evaluation and comparison of offers/bids, the MSC BANK may, at its sole discretion, ask some or all vendor for clarification of their offer/bid wherever required. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the MSC BANK in this regard shall be final, conclusive and binding on the vendor.

Q. SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the vendor with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

R. ERASURES OR ALTERATIONS

The offers/bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer/bid. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. MSC BANK may treat offers/bids not adhering to these guidelines as unacceptable. The bid form and the documents attached to it shall not be detached or removed one from the other and no alteration (s) or mutilation (s) (other than filling in all the blank spaces) shall be made in any of the bid documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected forthwith. Any decision in this regard by MSC BANK shall be final, conclusive and binding on the vendor.

S. COST OF PREPARATION & SUBMISSION OF BID

The vendor shall bear all costs for the preparation and submission of the bid. MSC BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

T. ARITHMETICAL ERRORS

MSC BANK reserves the right to adjust arithmetical or other errors in the bid, in the manner in which MSC BANK considers appropriate or deem fit. Any adjustments so made by MSC BANK shall be stated to the vendor, if MSC BANK makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of MSC BANK and be final, conclusive and binding on the vendor.

U. LANGUAGE

The bid prepared by the vendor, as well as all correspondence and documents relating to the bid exchanged by the vendor and MSC BANK and supporting documents and printed literature shall be in English.

V. BID REJECTION CRITERIA

The bid(s) will be rejected in case of any one or more of the following conditions:

- **i.** Bids are not substantive and not in strict compliance with the pro-forma given in this document.
- **ii.** Bids are not made in compliance with the procedure mentioned in this document.

iii. Failure on part of the vendor to provide appropriate information as required in the bid proposal or any additional information as requested by the Bank including any supporting document.

iv. Incomplete or conditional bids or partly quoted bids or bids that do not fulfill all or any of the conditions as specified in this document.

v. The submission of more than one bid under different names by one vendor is not acceptable. If the same is found at any stage, all the bids by that vendor and related partners will be rejected.

vi. Material inconsistencies in the information submitted.

vii. Misrepresentations in the bid proposal or any supporting documentation.

viii. Bid proposal received after the last date, time and submission mode specified in this document.

ix. Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.

x. Bids containing erasures or overwriting except as necessary to correct typographical errors made by the vendor, in which case such corrections shall be authenticated by the person or persons signing the bid.

xi. Any threat or communication to the bank officials or Consultant for marketing of any vendor name

W. DISCLAIMERS AND EXCLUSIVE RIGHTS OF THE MSC BANK :

1) Any decision as to compliance of the terms and conditions of the tender document and on rejection of any tender document or any part thereof shall be at the sole discretion of MSC BANK and shall be final, conclusive and binding on the vendor.

2) At any time, up to the last date of receipt of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the Tender Document by an amendment. All such amendments shall be binding on the entire vendor. The bank shall inform such amendments to all the vendors only by e-mail on the PROVIDED Email ID by the vendor.

In order to afford prospective vendor reasonable time to take the amendment into account in preparing their Bids, the Bank may, at its discretion, extend the last date for the receipt of Bids and date of opening the bids which shall be conveyed to all the vendor only by e-mail on the PROVIDED Email ID by the vendor.

3) MSC BANK reserves the right to accept or reject in part or full any or all the offers without assigning any reasons thereof. Any decision of MSC BANK in this regard shall be final, conclusive and binding on the vendor.

4) MSC BANK reserves the right to re-issue the tender and or any part thereof without assigning any reason whatsoever, at the sole discretion of MSC BANK. Any decision in this regard shall be final, conclusive and binding on the vendor.

5) MSC Bank reserves the right to accept or reject any bid in part/full or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the ground for its action. Any decision of the Bank in this regard shall be final, conclusive and binding on the vendor.

6) MSC Bank reserve the right, not an obligation, to carry out the capability assessment of the vendor (with the help of outside agency, if required) and pre dispatch inspections at the cost of the vendor. The Bank's decision shall be final in this regard.

7) MSC Bank reserves a right to give minor deviations to any / the entire vendor in the techno-commercial specifications of bid. Any decision of the Bank in this regard shall be final and shall be binding on the vendor.

8) In case, any difference of opinion between vendor and the Bank about any term / clause / condition, the interpretation of the Bank shall be final and conclusive.

9) RIGHT TO ALTER QUANTITIES**:** The Bank reserves the right to issue Purchase Order in phases or to alter the modules/quantities/brand/product specified in the offer. The Bank also reserves the right to delete one or more module/product /items from the list of items specified in offer. Any decision of the Bank in this regard shall be final, conclusive and binding on the vendor.

10) NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID**:** MSC BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. MSC BANK has the right to re-issue tender/bid. MSC BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all vendors. MSC BANK will not be obliged to meet and have discussions with any vendor, and/or to listen to any representations once their offer/bid is rejected. Any decision of MSC BANK in this regard shall be final, conclusive and binding on the vendor.

4. EVALUATION CRITERIA AND PROCESS

Vendor evaluation and selection would be done based on a comprehensive Techno Commercial Evaluation.

1. The Bank has adopted a two (2) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

    a) ***Technical Bid***

    b) ***Commercial Bids***

2. The Bank shall evaluate first the 'Minimum Eligibility/ Pre-Qualification Criteria' and based on its evaluation, 'Technical Bids' shall be undertaken for evaluation at the second stage. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on Techno-commercial evaluation.

3. Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.

4. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.

Technical Bid

Preliminary Examinations

1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.

2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For the purpose of this clause, a substantially responsive

Bid is one, which conforms to all the essential and mandatory requirements and / or contains reservations with regard to the critical and essential terms and conditions of the Bidding Document without material deviations.

4. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, Force Majeure etc. will be deemed to be a material deviation.

5. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

6. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

7. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

8. Bids without EMD / Bid security in the proper form and manner will be considered non-responsive and rejected.

9. The bidder should satisfy the pre-qualification criteria as specified in the tender.

Evaluation of Minimum Eligibility / Pre-Qualification Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in '**Annexure2** Minimum Eligibility / Pre-Qualification Criteria'. Bids not complying with any of the Minimum Eligibility/ Pre-Qualification Criteria are liable to be rejected and will not be considered for further evaluation. Only those Bidders who fulfill the given

2. criteria are eligible to respond to this RFP. The Technical Proposal will be evaluated only for those respondents who are fulfilling the 'Minimum Eligibility/Pre-Qualification Criteria' as detailed below.

3. Successful bids out of this stage would be considered for technical evaluation.

4. Bidders must submit the proof of all the credentials as required for evaluation of Minimum Eligibility/ Pre-Qualification Criteria. Claims of the bidders without verifiable facts will not be considered as credentials towards satisfying Minimum Eligibility/ Pre-Qualification Criteria.
5. The bidder is required to submit list of projects / references supported by any of the required documents as evidences of having relevant experience:
6. Copy of Work order (with commercial masked if required)/ agreement along with completion certificate for completed projects.
7. Relevant credential letters, supporting the claim, from the respective organization along with contact details of the organization.

Evaluation of Technical Bids

1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

2. MSCB may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by MSCB.

Technical Evaluation Criteria is as follows : Annexure 3

3. During Technical evaluation, the bidders who score >= 55% marks would be considered for commercial evaluation. The decision of the Bank in this regard shall be final. The evaluation process for short listing of bidder will be based on the evaluation matrix given above.
4. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RSTech) shall be assigned to each bid on the basis of parameters mentioned above.

5. Relative Technical Score (RSTech) for each bidder will be calculated as follows based on above parameters:

RSTech = T / T-High * 100

where:

RSTech = Relative score obtained by the bidder

T = Technical score obtained by bidder

T-High = Highest Technical score secured among the Bidders

Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.

2. The date for opening of commercial bids will be separately advised.

3. Relative Technical Score (RSTech) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.

4. Relative Commercial Score (RSCom) for each vendor will be calculated as follows:

$$\boxed{\textbf{RSCom = CLow / C * 100}}$$

Where:

RSCom = Relative score for Commercial Bid of the vendor

C = Commercial bid value of the bidder under consideration and is based TCO.

CLow = Lowest commercial bid value out of all the eligible commercial bids obtained and is based TCO.

1.1. Final Selection of the Eligible Bidder

1. Total Relative Score (RS) obtained by each eligible vendor will be calculated as follows:

RS = RSTech * 0.7 + RSCom* 0.3

2. The eligible bidder “H1 Bidder” will be selected based on HIGHEST Relative Score (RS) thus obtained.

3. The vendor with the highest Relative Score (RS) will be selected for further discussion for finalizing contract / placing PO or LOI subject to satisfying all the terms and conditions defined in this RfP document.

Note1: Marks provided by the Bank to the bidder shall be final. No objection/query/justification related to given marks from any bidder shall be entertained. Decision of Bank in this regard shall be final & binding.

1.2. Arithmetic errors correction

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

1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.

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

3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has NOT been worked out correctly, the unit price quoted by the bidder shall be taken as correct.

The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid will be rejected.

A. Statutory Requirements and Right of inspection.

The Contract will be executed by abiding laws and the directives, instructions, guidelines issued by the Regulators and competent authority from time to time. During the tenure of the Contract nothing shall be done by the vendor in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep the MSC BANK indemnified in this regard.

i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the solution.

ii. The inspection and test prior to dispatch of the product/at the time of final acceptance would be as follows:

(a) Service Provider shall intimate the Bank before dispatching products for conducting inspection and testing.

(b) The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.

iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this contract.

vi. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

5. SCOPE OF THE ENTIRE PROJECT

The Vendor has to submit his offer for comprehensive Human Resource Management Solution (HRMS) it's implementation, maintenance, customization, data migration and post implementation support on cloud.

Description of the envisaged scope is enumerated as under. However, the Bank at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

i. Based on the contents of the RFP, the selected bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the efforts estimated for implementation of the same and the resource and the equipment requirements. The Bank expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The bidder shall be required to undertake such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.

ii. Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of human resource management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

iii. The Bidder will be required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the Bank or can be a finding of any internal or external audit conducted by the Bank or its auditors on a periodic basis.

6. STEPS INVOLVED IN THE PROJECT

A. INITIATION:

The Bank's expected plan of action to handle the project includes

1. SRS to be prepared.
2. Supply, Installation, Commissioning & Implementation of HRMS software
3. Warranty and Support
4. User Manual or Operation Manual for HRMS Software /Solution

SERVICE PROVIDER'S OBLIGATIONS:

iii. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

iv. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

v. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

vi. Service Provider is responsible for activities of its personnel or subcontracted personnel (where permitted) and will hold itself responsible for any misdemeanors.

vii. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in Appendix-L of this RFP.

B. MANUALS AND DOCUMENTS:

1. Service Provider shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification.

2. Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.

3. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

C. TIME PERIOD FOR COMPLETION

a) The time line for completion of the project shall be mutually decided with the selected vendor.

b) The project will be deemed complete only when all the solutions / products as per the contract are delivered in good condition, installed, implemented along with the associated documentation and training provided to Bank's employees; as per the requirements of the contract executed between the Bank and the vendor. After the successful installation/commissioning/ implementation of the solutions, a User Acceptance Test Report and Business User Test Report will be released by the Bank which is a precondition for the release of payment to the vendor.

c) System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to the Bank.

G. SECURITY AND COMPLIANCES

a) The vendor shall ensure that the entire IT infrastructure to be provided in response to this tender shall be in conformity with the requirements of applicable provisions of Information Technology Act, 2000 and related amendments to the act, Reserve Bank of India guidelines and other statutory and regulatory authorities.

b) The vendor shall assist the Bank in planning for security and related authorization, registration, and audit capabilities. This includes authentication capability (access rights and passwords), logon administration and synchronization across servers and applications, and support for required security classifications.

c) Vendor shall use the system access granted by the Bank only to the extent necessary to perform the Services.

d) Vendor shall notify the Bank of any security violations & license requirement / action required from the Bank.

e) Vendor shall agree not to share, leak, copy, reproduce, sell or damage or use the Bank's data to anywhere other than notifying Bank in writing having written approval from Bank Authority. In case of such experiences during the implementation or after the post implementation in future, the contract will be terminated with immediate effect by issuing notice in writing.

7. SERVICES:

i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.

ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.

iii. Bidder should ensure that key personnel with relevant skill-sets are available to the Bank.

iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.

v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.

vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc. as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.

vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc. in case the Bank chooses not to upgrade to latest version.

viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.

ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC.

x. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.

xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC.

8. POST SELECTION INSTRUCTIONS AND TERMS & CONDITIONS

A. RESPONSIBILITIES OF SELECTED VENDOR

Service Delivery responsibilities

(a) To adhere to the service levels documented in this Agreement.

(b) Software solution provided and/or maintained by Service Provider shall be free from vulnerabilities (latest) during the term of Agreement.

(c) Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.

(d) Service Provider shall without any additional cost, rectify the vulnerabilities observed by the Bank during security review of Code. The Code shall be comprehensively reviewed periodically by the Bank or its authorized representative.

(e) Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

(f) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.

(g) The Service Provider shall undertake and complete the project as per the given Project Plan.

(h) The vendor must provide details of the support and maintenance to be given to the Bank

B. RESPONSIBILITIES OF THE BANK

1) The Bank shall provide space / infrastructure, related equipment and components etc. On day to day basis the officials of the Bank shall help engineers deputed by the vendor for the job in their capacity.

WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

i. The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Solution by State Bank of India.

ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

iv. Support would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.

v. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified (a) Diagnostics for identification of systems failures (b) Protection of data/ Configuration (c) Recovery/ restart facility (d) Backup of system software/ Configuration.

vi. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

vii. The Bidder shall be agreeable for on-call/on-site support during peak weeks and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

viii. Bidder support staff should be well trained to effectively handle all queries.

ix. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed

RIGHT TO AUDIT:

i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from NABARD or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider and process created by the Service Provider by visiting the data center authorised person of Bank. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them.

ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

C. SCHEDULE OF PAYMENT

- Bank's standard payment terms are only applicable. No advance will be paid against the Purchase order.

The terms of payment will be as follows:

Deliverables	Eligible Amount for Payment
On completion of SRS and Gap analysis Sign Off	20%
UAT completion of all modules	30%
(VAPT to be conducted by Vendor and Close the VAPT findings before production Deployment)	
Go-Live of all Modules	20%
After 90 Days of Go-live and completion of Training, Knowledge Transfer , Documentation & VAPT Audit	20%
Submission of Performance Bank Guarantee	10%

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D. RATES

The rates quoted shall remain firm throughout the period of contract and this contract will remain valid up to the date of completion of the job by the vendor and shall not be subject to any upward modification whatsoever.

E. TAXES AND DUTIES

The applicable taxes should be mentioned separately and shall have to be included separately in the bills by the vendor to whom tender may get awarded.

GST will be on Banks account on actuals.
Variation (+/-) in rate of tax if any will be on the Banks accounts.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

F. PERFORMANCE / Bank GUARANTEE

The selected vendor shall furnish unconditional and irrevocable bank guarantee for 10% of the work order value, in favor of MSC BANK, from a scheduled commercial bank acceptable to MSC BANK towards due performance of the contract in accordance with the specifications and conditions of the bid document. The guarantee/warrantee should have additional claim period of three months after expiry of guarantee.

The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect successful implementation of the project, or performance of the material or services sold, or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

OR

10% of the total order value shall be paid upon submission of a **FIXED DEPOSIT for 5 years (2+3)**. Fixed deposit receipt will be open for initially 2 years and renew further for 3 years. The Bank will hold the fixed deposit as security against PBG. Vendor need to submit the duly discharge FDR along with signature and seal. The Bank will place a lien on the FDR and reserves the right to offset any amount due under the agreed performance.

G. PENALTY

1. Bank expects that the selected bidder completes the scope of work within the timeframe. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The rate of penalty would be 0.5% of the Implementation cost per week of delay or non-compliance. Bank at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.
2. Thereafter, at the discretion of the Bank, the contract may be cancelled. Bank also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Bank and is attributable to the selected Bidder.
3. The bidder should ensure implementation of HRMS application with all the functional, technical and security requirements as specified in the RFP document.

LIMITATION OF LIABILITY:

i. The maximum aggregate liability of Service Provider, subject to clause 34 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.

ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

iii. The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right; b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, d) Regulatory or statutory fines imposed by a government or regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider. For the purpose of clause 34(iii)(b) “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith. "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

DELAY IN SERVICE PROVIDER'S PERFORMANCE:

i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by Service Provider within the timelines.

ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Software Solution and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract.

H. INSURANCE

The Bank will not pay for any insurance charges against loss or damage of whatsoever nature in respect of hardware, software, networking equipments, employee of the vendor or third party contract working for the vendor. The vendor shall be responsible for the same and expectation of providing required insurance is necessity whenever and wherever required.

I. FORCE MAJEURE DURING THE PENDENCY

Force Majeure is herein defined as any cause, which is beyond the control of the selected vendor or MSC BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

3. Terrorist attack, public unrest in work area

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

J. CONFIDENTIALITY

Vendor agrees that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. Vendor also agrees:

1. To maintain and use the Information only for the purposes of the Contract/ Agreement and only as permitted by MSC BANK;
2. To only make copies as specifically authorized by the prior written consent of MSC BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;
3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause
4. To treat all Information as confidential.

Confidential Information does not include information which:

1. Vendor knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
2. Is independently developed by the vendor without breach of the Contract/Agreement ;
3. Information in the public domain as a matter of law;
4. Is received from a third party not subject to the obligation of confidentiality with respect to such information;
5. Is released from confidentiality with the written consent of the MSC BANK.

Vendor shall have the burden of proving that Clauses (1) or (2) above are applicable to the information in the possession of the vendor.

Notwithstanding the foregoing, the vendor acknowledge that the nature of the Service(s) to be performed under the Contract/Agreement may require the vendor’s personnel to be present on premises of MSC BANK/Purchaser or may require the vendor's personnel to have access to computer networks of MSC BANK while on or off premises of MSC BANK. It is understood that it would be impractical for MSC BANK to monitor all information made available to the vendor under such circumstances and to provide notice to the vendor of the confidentiality of all such information. Therefore, the vendor agrees that any technical or business or other information of the vendor that the vendor's personnel, or agents acquire while on the MSC BANK's premises, or through access to MSC BANK's computer systems or databases while on or off MSC BANK's premises, shall be deemed Confidential Information. Confidential Information shall at all times remain the sole and exclusive property of MSC BANK. Upon termination of the Contract /Agreement, Confidential Information shall be returned to MSC BANK or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of MSC BANK and the vendor. Nothing contained herein shall in any manner impair rights of MSC BANK in respect of the Service(s), and Documents, etc.

In the event that MSC BANK hereto becomes legally compelled to disclose any Confidential Information, the vendor shall disclose to a third party any Confidential Information without the prior written consent of MSC BANK. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care.

The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

K. TERMINATION

K.1. The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 60 (sixty) days, terminate the Agreement in whole or in part:

(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank.

(b) If Service Provider fails to perform any other obligation(s) under the Agreement.

(c) Violations of any terms and conditions stipulated in the RFP.

(d) On happening of any termination event mentioned herein above in this Agreement. Prior to providing a written notice of termination to Service Provider, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

K.2 The Bank, by written notice of not less than 60 (sixty) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank’s convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

K.3 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

K.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities: (a) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider. (b) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider. (c) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees. (d) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

The Bank shall be entitled to terminate the agreement with the vendor at any time by giving 60 days (Sixty days) written notice in advance to the vendor.

L. EFFECT OF TERMINATION

a. Vendor agrees that it shall not be relived of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment

b. Vendor agrees that after completion of the term or upon earlier termination of the assignment the vendor shall, if required by the bank continue to provide maintenance services to the Bank at no less favorable terms than those contained in this tender

c. In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, RFP for Procurement of Human Resource Management System (HRMS), its Implementation, Maintenance, Customization and Post Implementation and information including Confidential Information pertains to or relating to the Bank in its possession

d. In the event of termination of the Agreement for material breach, Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

e. Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

M. Ownership and Retention of Documents

a. MSC BANK shall own the documents, prepared by or for the vendor arising out of or in connection with the Contract.

b. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by MSC BANK, the vendor/ shall deliver to MSC BANK all documents provided by or originating from MSC BANK / Purchaser and all documents produced by or from or for the vendor in the course of performing the Service(s), unless otherwise directed in writing by MSC BANK at no additional cost.

c. Vendor shall not, without the prior written consent of MSC BANK / Purchaser store, copy, distribute or retain any such Documents. Vendor shall preserve all documents provided by or originating from MSC BANK/ Purchaser and all documents produced by or from or for the vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of MSC BANK/ Purchaser in this regard

N. ARBITRATION

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

- All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (MSC or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/ or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

- Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

- Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

O. JURISDICTION OF COURTS

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

P. REPRESENTATIONS AND WARRANTIES

In order to induce MSC BANK to enter into the Contract, vendor hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

1. That the vendor/ has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the Service(s) sought by MSC BANK / Purchaser.
2. That the vendor is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) under the Contract/Agreement.
3. That the representations made by the vendor in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless MSC BANK/ Purchaser specifies to the contrary, the vendor shall be bound by all the terms of the bid.
4. That the vendor has the professional skills, personnel and resources/ authorizations that are necessary for providing all such Services as are necessary to perform its obligations under the bid and this Contract/Agreement.
5. That the vendor shall ensure that all assets including but not limited to software, licenses, Databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
6. That the vendor shall use such assets of MSC BANK as the Bank may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract. The vendor shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
7. That the vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various software, for hardware to be supplied and any copyrighted process/product free from all time claims, titles, interests and liens thereon and shall keep MSC BANK indemnified in relation thereto.

8. That all the representations and warranties as have been made by the vendor with respect to its bid are true and correct, and shall continue to remain true and Applicable only in case vendor is a vendor within the meaning of Companies Act, 1956 correct through the term of the Contract.
9. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
10. That the vendor has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
11. That all conditions precedent under the Contract has been complied.
12. That neither the execution and delivery by the vendor of the Contract nor the vendor's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the vendor or (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the vendor.
13. That all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the vendor which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
14. That the vendor confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of MSC BANK, which may directly or indirectly have a bearing on the Contract or Service(s).
15. That the vendor owns, has license to use or otherwise has the right to use all Intellectual Property Rights, which are required or desirable for the Service(s) and the vendor does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the vendor or which the vendor is licensed to use, which are material in the context of the vendor's business and operations are being infringed nor, so far as the vendor is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the vendor by any person.
16. All Intellectual Property Rights (owned by the vendor or which the vendor is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep MSC BANK/Purchaser, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

Q. CANCELLATION OF THE CONTRACT & COMPENSATION

MSC BANK reserves the right to cancel the contract placed on the selected vendor and recover expenditure incurred by MSC BANK under the following circumstances: -

1. Vendor commits a breach of any of the terms and conditions of the bid.
2. Vendor goes into liquidation, voluntarily or otherwise.
3. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
4. The progress regarding execution of the order accepted, made by the selected vendor is found to be unsatisfactory.
5. If deductions on account of liquidated damages exceeds more than 5% of the total contract price.
6. After the award of the contract, if the selected vendor does not perform satisfactorily or delays execution of the contract, MSC BANK reserves the right to get the remaining/ balance contract executed by another party of its choice by giving one month’s notice for the same. In this event, the selected vendor is bound to make good the additional expenditure, which MSC BANK may have to incur in executing the balance contract. This clause is applicable even if for any reason, the contract is cancelled.
7. MSC BANK reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking the bank guarantee under this contract.

R. LIQUIDATED DAMAGES

If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP/ Agreement, the Bank may, without prejudice to its other remedies under the RFP/ Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

Annexure – A

<u>Offer Covering Letter</u>

To,
MANAGER
The Maharashtra State Co-operative Bank Ltd (MSC BANK)
Sir Vithaldas Thackersey Smruti Bhavan,
9 Maharashtra Chamber of Commerce Lane,
Fort Mumbai 400001.

Dear Sir,

Sub : F**or** comprehensive Human Resource Management Solution (HRMS) it's implementation, maintenance, customization and post implementation support on cloud**.**

We have examined the Tender and we offer **for** comprehensive Human Resource Management Solution (HRMS) it's implementation, maintenance, customization and post implementation support as per the terms and conditions and technical specifications spelt out, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer/bid.

We agree to abide by this offer till expiry of the period of validity of our offer and our offer shall remain binding upon us and may be accepted by MSC BANK any time before the expiry of that period.

We agree to abide by providing application warrantee for 2 YEARS + 3 years AMC post completion of warranty from the date of supply.

Until a formal contract is prepared and executed, this offer, together with MSC BANK's written acceptance thereof and MSC BANK's notification of award shall constitute a final, conclusive and binding contract between us.

We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information/data/particulars proving to be incorrect, MSC BANK will have the right to disqualify us from the bid.

We understand that MSC BANK may reject any or all of the offers without assigning any reason whatsoever. Any decision of MSC BANK in this regard shall be final, conclusive and binding on us.

The above arrangement is binding on our successors and assigns. We agree not to assign these provisions / presents without prior written approval of MSC BANK.

Yours faithfully,
(Name and Designation)
For and on behalf of ________________________

Pl. furnish the corporate authorization on letterhead.

Annexure – B

Details of the Vendor

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

SR. NO.	DETAILS OF THE COMPANY	RESPONSE
A	Name of Company	
B	Company Head Office and registered office address	
C	Telephone and Fax numbers	
D	Date of incorporation. Please enclose Company Registration Certificate.	
E	Ownership structure (e.g. Proprietorship, Partnership, Pvt. / Pub Ltd Company)	
F	Company Sales Tax Number, GST registration number, Please enclose supporting document.	
G	Company PAN & TIN number. Please enclose supporting document.	
H	Please enclose financial accounts (Profit and Loss account and Balance sheet for last three financial years).	
I	List of Support Centers with addresses and phone numbers	
J	Total strength of the Company. Bifurcation : • Installation Team • Maintenance Team • Support Team • And Other Teams	

Annexure – C

Bank Details

(To be included in Technical Bid Envelope)

1	Name of the Bank	
2	Address of the Bank	
3	Account Type and Number	
4	Contact Person	
5	Telephone No.	
6	Fax No	
7	e-mail	
8	Over Draft/CC/Other fund based Limit	
9	Bank Guarantee Limit	
10	Remarks, if any	

Corporate Authorization details.
Note: This statement has to be duly attested by the banker.

Signature:

Name of the Authorized Person:

Designation:

Vendor Seal

Signature:

Name of the Authorized Person:

Designation:

Banker Seal

All authorizations should be collected

ANNEXURE - D

PRO FORMA - COMMERCIAL BID

Bidder should fill the details of products supplied in below format.

Sr No	Item	Total Amount in Rupees (excluding GST)
1	Software License cost	
2	Configuration & Implementation Charges (one time)	
3	**AMC for 3 years**	
	Amc for 1st year	
	Amc for 2nd year	
	Amc for 3rd year	
4	Onsite support resource cost Per resource per month	
	TOTAL	

Annexure – E

Format of Power of Attorney for signing of bid

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we___________________ _________________(name of the vendor / partnership firm and address of the registered office) do hereby appoint and authorize Mr. __________________(full name and residential address) who is presently employed with us and holding the position of ______________________as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for comprehensive Human Resource Management Solution (HRMS) it's implementation, maintenance, customization and post implementation support in response to the RFP (Request for Proposal) by MSC BANK (hereinafter referred to as MSC BANK), including signing and submission of all documents and providing information/responses to MSC BANK 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 ____________________ 2024

For ____________________________________

(Signature)
(Name, Designation and Address)

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Date:

Note:

1. To be executed by the all members in case of a Consortium.
2. 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.

3. Also, wherever required, the vendor 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 vendor.
4. 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.

Annexure – F

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.

It is also certified that our company, supplier, Business Partner or Manufacturer is/are not blacklisted by any Government or Non-Government Agencies.

Dated this _____ day of _____________________ 2024

Signature

(Vendor Seal)

____

In the capacity of

____

Duly authorized to sign bids for and on behalf of:

Annexure G

MANUFACTURER AUTHORISATION FORMAT

Ref: **Date:**

Manager,
IT Department,
The Maharashtra State Co-operative Bank Ltd.,
1st Floor, 9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai
Mumbai - 400 001

Dear Sir,

Manufacturer Authorisation for Request for Proposal RFP NO. for comprehensive Human Resource Management Solution (HRMS) it's implementation, maintenance, customization and post implementation support

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <software details> do hereby authorise M/s_________________ (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/s ……..for all the products quoted for and supplied to the bank during the product warranty.

<OEM Name>

<Authorised Signatory>

Name: ___________________________________

Designation:_______________________________

Name of the Organisation________________________

Company Seal:

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

Annexure H

Performance Bank Guarantee Draft

(On Stamp Paper of Rs.500/- or relevant value)

PERFORMANCE SECURITY:

To,
The Manager
The Maharashtra State Cooperative Bank Ltd (MSCB)
(Incorporating the Vidarbha Coop Bank Ltd)
9, Maharashtra Chambers of Commerce Lane
Fort, Mumbai – 400001

Whereas, ____having their registered address as ____ _______(hereinafter called "the Vendor") has undertaken, in pursuance of contract no. to comprehensive Human Resource Management Solution (HRMS) it's implementation, maintenance, customization and post implementation support to The Maharashtra State Co-operative Bank Ltd (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Vendor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract; And whereas we, ______ ___________________________________A banking company incorporated and having its head /registered office at ____ _______have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs. ______________________/- (Rupees _________________ ____)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. _________________/- (Rupees ___ ____only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Vendor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until___________________________.

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed as follows:

Sr. No.	Description	Amount
1		Rs. /-

II. This bank guarantee shall be valid up to___________________.

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before_______________ ___, failing which our liability under the guarantee will automatically cease.

IV. MSC Bank may open any of the above mentioned bank guarantee based on the specific breach of issue and we shall pay the details on verification of the facts.

Yours Sincerely Authorised Signatory

<Designation of Signatory>
<Name of the Bank>
<Contact Details>
<This letter should be on the letter head of the issuing authority>

Annexure I

Annexure D.4: Non-disclosure Agreement

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER of Rs500/-)

WHEREAS, we, ____________________________________, having Registered Office at ___________________________________, hereinafter referred to as the COMPANY, are agreeable to execute "F**or** comprehensive Human Resource Management Solution (HRMS) it's implementation, maintenance, customization and post implementation support " as per scope defined in the Request for Proposal RfP No. ITD/HRDM/F- / dated , 2024 for The Maharashtra State Co-operative Bank Ltd., having its registered office Maharashtra chamber of commerce lane, 9, Fort, Mumbai – 400 001, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Bank's Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information:

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Designation:

Office Seal:

Annexure – 1

Technical Bid

A. FUNCTIONAL REQUIREMENTS (Mandatory)

The application proposed by the bidder must have the following functionalities at go-live.

Sr No	Service Type	Service Name	Compliance Yes /No	Will be provided as customization in 6 months Yes/No
1	Payroll (Salary processing)-	1. Extensive solution for Payroll with Income Tax and all other statutory requirements. 2. Application should support calculation and payment of salary arrears as per the industry level settlements with tax adjustments and also of incremental arrear/bonus with consequent tax adjustment and retrospective benefits. 3. View Breakup of Salary Slip Arrears 4. Festival Advance 5. View Salary Projection Report 6. Education Fee 7. Arrears as per revised wage agreement 8. Calculation of projected salary 9. Educational increment 10. Salary Not Drawn concept 11. pay process group 12. salary formula mapping with employee 13. Loan deduction allocation to income tax principal/interest/both with closer facility 14. payroll on mobile app 15. perquisite calculation 16. Centralised file preparation as per CBS vendor requirement.		
2	PF /Gratuity Trust Management Module	1. Complete functionality of PF/Gratuity trust with Balance sheet, Income		

		Tax and all other Statutory requirements. 2. Apply PF/Gratuity Nomination 3. Apply PF/ Gratuity Payment 4. Gratuity Calculator 5. Apply Death Reporting 6. PF Account Statement 7. PF Lien & Cancellation 8. Full and Final Settlement 9. PF Nomination 10. Additional PF 11. PF Withdrawal 12. TDS calculation on PD interest 13. Interest application 14. Investment portfolio 15. Voluntary PF 16. Investment portfolio PF & Gratuity 17. EPFO Pension claim settlement 18. Bank pensions		
3	Reimbursements	1. Holiday / Shift Duty compensation 2. Entertainment Expenses 3. Reimbursement of Course Fees, Book, Honorarium 4. Telephone bill 5. Railway Pass		
4	Medical	Comprehensive Medical reimbursement solution (as per Bank's existing schemes)		
5	Income Tax	1. Assessment of Income Tax 2. Investment declaration form 3. View Monthly Tax Deduction Report 4. Yearly report 5. Projection of Income Tax 6. Form 16 A Assessment of Income Tax as per amendment in budget. 7.Document upload provision		
6	Leave / Attendance	1. Leave Encashment on Retirement 2. Leave Encashment Yearly 3. Casual Leave encashment 4. Avail of Compensatory-off or balance of Comp-off to be credited in P L account 5. Leave credit/debit/encash policies 3. Delegation of Leave		

		4. Apply Leave 5. Leave Balance Report 6. Attendance Report 7. Attendance Dashboard 8. Leave application portal 9. Leave ledger concept 12. Leave accumulation 13. notification through mail, sms & android app 14. as on date balance 15. leave module on mobile		
7	LFC /TADA	1. LFC bill reimbursement 2. Travel exp bill & DA calculation 3. Functionality of extension of LFC 4. other reimbursement as per Bank's existing schemes 5.		
8	Employee details	1. Birthday List 2. Employee Search 3. Individual Photo Upload 4. Service Sheet 5. Update PAN & Aadhar 6. Blood Group Details 7. Acceptance of the Bank's Code of Conduct 8. IT Skill Set 9. Acknowledge Resignation Request 10. Manpower planning 11. Performance appraisal report 12. Training & Development		
9	Service Book/ Register	1. Promotion policy 2. Transfer policy 3. Increment policy 4. Legal action/ procedural system 5. Seniority list		
10	Training	1. Training calendar 2. User defined training course 3. Course categorisation 4. Faculty/coordinator management 5. Training Need Analysis 6. Training feedback 7. Training cost management		
11	Exit Management	Comprehensive exit management solultion		

12	On Boarding	Comprehensive on boarding management solultion		
13	Attendance	1. Biometric / Smart Card based Attendance 2. Geo-Fencing, Geo-Tagging 3. Face Recognition 4. Ratina reading 5. Mobile App 6. Timing master allocation 7. Roaster assignment 8. notification to employee on mob app		
14	Reports	Application should have Analytical Dashboards/ MIS Reports- It should be One Stop Shop for obtaining information on any/all HR activities in the Bank on following, i. On-Boarding to Retirement (Employee Journey) Post Retirement) MIS /Dashboard		
15	Appraisal	Comprehensive Appraisal module as per Bank's existing policy		
16	KRA / KPI	Comprehensive Key Responsibility Area / Key Performance Indicators Management solution for online assessment of employees.		
17	Other	1. Contract labour management 2. Staff loan management		

TECHNICAL SPECIFICATION /REQUIREMENTS

The bidder shall provide following technical requirements,

	Parameters	Compliance (Yes/No)	Remark
1	Setup and maintenance of Development, UAT, Pre-production, Production, DR and Near DR sites of HRMS		
2	Bank reserves the rights to host the application in additional new instances as per Banks choice during the period of contract without any additional software licenses cost		

3	The proposed HRMS Application should be available over the web and support all browsers (Chrome, IE, Edge, Firefox, Safari etc.)		
4	The proposed HRMS Application should also be available as Mobile App on both Android and iOS.		
5	Application should be available through Single Sign-on by integration with Bank's AD		
6	Application should have 2FA, session time out, password expiry functionality configured and managed as per banks policy		
7	Application should have notification capability through emails/SMS		
8	Application should have Maker checker facility for validated entry posting		
9	Application should have parameterization capability to configure Banks HR policies, Staff Service Regulations, any other procedures or policies and amendments to it.		
10	Implementation of new modules as per Bank's future requirements through customizations/parameterization including integration with third party application as required by bank		
11	Application should generate reports in multiple formats (Excel, PDF, Word, PPT, XML, or other formats as required by bank)		
12	Ability of Integration with Bank's existing as well as new proposed CBS systems		
13	Migration of exiting functionalities, APIs, integration with other applications, existing customizations and data in its		

	entirety in all the modules by way of conversion from Banks existing systems to proposed HRMS system. (Functional migration, Database migration and technical migration)		
14	1000 concurrent users should be able to access the application at a time with no application performance issues		
15	Ability to facilitate System Audit Trail		

Annexure 2

PRE-QUALIFICATION CRITERIA

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr. No.	**Criteria**	**Documents to be submitted as a proof**	**Bidder Compliance (Yes / No)**	**Page No. of Response where proof is attached**
1	The bidder should be a registered company in India under the Indian Companies Act 1956 / Partnership Act and should be in existence for a minimum period of Five years as on the date of RFP.	Proof, such as Registration/Incorporation Certificate is to be submitted.		
2	The bidder should be currently in the business of providing the **HRMS** Software /Solution on cloud in India for three years. i.e 2022-23, 2023-24, 2024-25	a. Copy of Work order / agreement of the projects (ongoing or completed) to be provided as proof. The completion certificate for completed projects may also be furnished.		
3	The Annual Turnover of IT products of the bidder should be **at least Rs.75 Lacs** for last 3 years.	Chartered Accountant (CA) certificate and Audited Balance Sheet and Profit and Loss for past three years.		
4	The Bidder should have sound financial condition and should be in profit for last three years.	Chartered Accountant (CA) certificate and copies of last three years' profit and Loss statement and balance sheet		
5	MAF from OEM to be Submitted at the time of bidding			
6	Bidder should have implemented proposed Human Resource Management Systems **at least in 1** Scheduled Commercial/Cooperative Bank/ Public Sector Undertakings/Government Undertakings / in India having **Implementation for 3000 employees in total**, during the last five years with following major features/modules, i. Payroll ii. Time & Attendance iii. Reimbursements	Bidder should specifically confirm on their letter head in this regard as per Appendix		

	iv.PF/Pension/Gratuity Trust Management Module v. Mobile App vi. Integration with third party systems vii. Maker, Checker based transactions			
7	List of Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 2 client references are required)			
8	The vendor should have never been blacklisted / barred / disqualified by any regulator / Statutory Body and the bidder/firm is otherwise not involved in any such incident what so ever, where the job undertaken / performed and conducted has been questioned by any authority, which may lead to legal action.	Self-declaration to that effect should be submitted along with the technical bid. On a later date if self-declaration is found to be void it may entail disqualification		
9	The bidder should have a support center and level 3 escalation (highest) located in Mumbai/Maharashtra.			
10	The vendor should be able to commit qualified and experienced personnel for the duration of the Project.	List of Resources to be attached with qualifications		
11	GST Registration Number			
12	IT Returns of last three years			
13	Bidder should have valid security and software development methodology certificate	Copies of relevant ISO and/OR CMMI certificates		

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Annexure 3

TECHNICAL EVALUATION CRITERIA

Sr. No	Evaluation Criteria	Max Marks	Marks to be awarded	Required Documents	Page No. where proof is attached
A	**Experience in implementation of HRMS solution**	10		Self-attested copies of A. work order/agreement B. Completion Certificate	
i.	Up to 3 years		5		
ii.	for 4 year to 7 years		7		
iii.	for more than 7 years		10		
B	**Implementation of HRMS by Bidder with same OEM**			Self-attested copies of A. work order/agreement B. Completion Certificate	
	Human Resource Management Solution (no of clients)	10			
i.	10 to 15		5		
ii.	15 to 20		8		
iii.	More than 20		10		
C	**Technical functionality**	15			
C	1 mark for each compliance as per technical specification / requirement given (see page no. 50)				
E	**Prior experience in hosting of web application in cloud environment / data center**	5		Self-attested copies of A. work order/agreement B. Completion Certificate	
	Yes		5		
	No		0		
F	**Number of projects on integration of HRMS with any third party / ERP applications**	10		Self-attested copies of A. work order/agreement B. Completion Certificate	
	(2 marks for each eligible project)				
D	**Technical Presentation and Demo**	50			
	Technical Presentation and Demo for COMPREHENSIVE HUMAN RESOURCES MANAGEMENT SOLUTION i) Approach methodology ii)Product Feature iii) Project Planning iv) Implementation Strategy v) SUPPORT system vi) Migration Strategy vii) Customization Note : Time slot for demo will be 30 to 45 minutes and for presentation 15 to 30 minutes.				
	Grand Total	**100**			

**** End of Document ****