



THE MUNICIPAL CO-OP BANK LTD, MUMBAI
WE VALUE YOUR TRUST AND YOUR MONEY

Request for Treasury Management Software

RFP Schedule:

Document Name	Request for Proposal - Treasury Management Software and Implementation and Support on SaaS Basis
Document Version	V1.1
RFP No	MCB/IT/2023-24/7
Date of Issue/Release of RFP	08/03/2024
Last Date of Submission of Pre Bid Queries to Bank	12/03/2024
Last Date of Submission of Bid	15/03/2024 5.00 PM
Cost of Tender(Non Refundable)	Rs.1000/-(Including GST)

Confidentiality: All information contained in the Request for Proposal is Confidential. Likewise, all information given by Bidders, will be treated as confidential.

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Part-I

1) About The Municipal Co-Op. Bank Limited Mumbai

The Municipal Co-operative Bank Ltd., Mumbai the Bank was registered under the Co-operative Societies Act in the year 1952 and started functioning from April, 1953.

Bank has 21 Branches and Head Office spread across Mumbai City. Bank has Core Banking System with Network Connectivity on SDWAN. Bank is offering Debit Card, Mobile Banking, UPI, RTGS/NEFT facility to its Customers.

Bank invites Quotation for Investment **Providing Treasury Management Software on Software as a Service (SAAS) basis for the period of 5 years** as per details given in Annexure VI hereto for its Head office and Disaster Recovery Site.

2) Project Details

Bank issues this 'Request for Proposal, hereinafter called "RFP" with the purpose to acquire an Treasury Management Software or conducting its day-to-day Treasury operations. The purpose of the proposed Treasury Management Application is to help achieve operational efficiencies by eliminating the manual work currently performed in the Treasury & borrowings function of the bank.

The solution should have features including but not limited to deal capturing, what-if-analysis, scenario simulations, structuring of products, pricing, valuation, risk & limit monitoring across the bank, cash flow management, The proposed system should provide efficient and scalable solution, having seamless integration with various market data sources, dealing platforms, regulatory platforms, other external & internal systems and interfaces as per Banks current and future needs. Key drivers for the new solution are as follows:-

- i Handling of all existing and future asset classes present in National Market
- ii Robust workflow and parameterized rule based engine
- iii Robust Compliance Rule engine to effectively manage all internal and regulatory Limits
- iv Seamless data interface capabilities with various internal and third party applications
- v Flexibility and scalability in the system for generation of various

business transactions and user defined reports

vi Efficiency and ease-of-use of the system

3) Terms and Conditions

General

- a)** These terms and conditions are applicable to the whole RFP document and are required to be complied by all prospective Bidders. The non-compliance of any of the RFP terms should be highlighted clearly while responding to this RFP with proper justification.
- b)** Only Original Software Development Company can participate in the RFP and response from Partners and /or any Bidders will not be entertained.
- c)** The Bidder will be the single point of contact for the Bank with regards to this RFP and the Bidder will be responsible for End to End implementation and support.
- d)** If there are any changes to this RFP document the Bank will communicate in writing with the shortlisted Bidders, without which the Bidder responses should not incorporate any changes based on any assumptions.
- e)** The RFP will be the governing document for arrangement between the Bank and the Bidders till any other specific agreement is signed between the bank and the Bidder.
- f)** All responses (commercial and technical) would be deemed to be irrevocable offers/proposals from the Bidders and may if accepted by the Bank form part of the final contract between the Bank and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- g)** Any technical or commercial offer, submitted cannot be withdrawn / modified after the last date for submission of the response unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank do not award the contract within 180 days from the last date of the submission of the response, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the Bank Guarantee / security with the Bank or to withdraw the offer and obtain the Bank Guarantee / security provided.

- h)** The Bidder may modify or withdraw its offer after submission, provided that, the Bank, and prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- i)** The Bidders are required to quote for all the components (mandatory/optional) mentioned in the Annexures & Technical Bid of this document. In case any Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components/ requirements.
- j)** It is mandatory to submit all the information in the formats given in Annexure /Appendices, given along with this document duly filled in, along with the offer. The Bank reserve the right not to allow / permit changes in the specifications and not to evaluate the offer in case of non- submission of any information in the required format or partial submission of information.
- k)** Based on the Bank's requirement as listed in this document, the Bidder should identify all the best suited solutions available with the Bidder that would meet the requirement and quote for the same.
- l)** The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the Bidder. The Bank's interpretation will be final.
- m)** The Bidder should include All out of pocket expenses, travelling, boarding and lodging expenses for the entire life of the contract should be a part of the financial quote submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder will not take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- n)** The Bidder at no point of time can excuse themselves from any claims made by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for implementation etc. as mentioned in the RFP documents circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP.

- o)** The Bank reserves the right to audit application provided by the Bidder via external agencies and observations made in VAPT Audit shall be resolved by the Bidder within 72 Hours from the intimation thereof by the Bank.
- p)** It would be the Bidder's responsibility to include the recommendations (if any) of the audit agency in their solution at no extra cost.
- q)** Any Statutory requirements or amendments directed by the Government, RBI, SEBI and any other regulatory body must be incorporated in all the software provided by the Bidder during contract period.
- r)** Bidder shall provide the API for Integration of Treasury with Core Banking Solution of the Bank in terms of RBI Circular dated 11th January 2024. Bank is using Finacus Core Banking Solution.
- s)** During the total period of contract of 5 Years Bidder shall provide all the upgrades regarding changes in the software without any additional cost to the Bank, which is within the scope of the current RFP.
- t)** **SAAS Period** – During the period of contract and SAAS Period Bidder shall provide all required changes, regulatory changes and support.
- u)** It is mandatory to submit all the information in the formats given in Annexure /Appendices, given along with this document duly filled in, along with the offer. The Bank reserve the right not to allow / permit changes in the specifications and not to evaluate the offer in case of non- submission of any information in the required format or partial submission of information.
- v)** The Bank has rights to accept /reject/ modify the customization marking and same should be acceptable to the Bidder.

4) Responsibilities of Bidder.

- a) Prepare work out a project plan - Undergo study of current process of the Bank for Treasury Department and will suggest required hardware and software for smooth and better performance of the proposed Treasury Management Software and related modules as per RFP.
- b) Undertake requirement study as per scope mention, document the findings.
- c) Implementation support at Banks Head Office
- d) Training to the Banks Team

5) SAAS Period

- a) SAAS Period for the Software shall be 5 Years from the effective Go-live date.
- b) Bank expects all support during the SAAS Contract period and support period to be available on a 12-hour basis on all days of the year for maintaining the accepted performance level.
- c) The Bidder shall submit the call log-in procedures and escalation procedures for maintenance during contract and support periods.
- d) During the contract period Bidder shall provide telephonic /remote and onsite support to the Bank

6) Implementation Period

Treasury Management Software shall be installed made operational and Go-Live within 60 days from the date of Purchase Order or such extended time mutually agreed as per the agreeable terms and conditions mentioned in the SLA signed by the Bidder(s) and the Bank at the time of issuance of the order. The Bank reserves the right to cancel the order in case delivery is not affected within the stipulated time.

7) RFP Document Cost, EMD (Earnest Money Deposit)

- a) **RFP Cost** The Bidder will have to pay INR 1000/- (Rupees One Thousand Only including GST) by way of NEFT/Demand Draft in favour of **The Municipal Co-operative Bank Ltd, Mumbai payable** at Mumbai towards cost of the RFP Document. Bidders who has submitted the Bid in earlier Tender are exempted from payment of Tender fees
- b) **EMD (Earnest Money Deposit):** Bidder shall furnish, as a part of the proposal, Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty-Five Thousand only) in the form of a Demand Draft or Pay Order. The draft / pay order should be drawn in favour of “**The Municipal Co-operative Bank Ltd, Mumbai**, payable at Mumbai. For Banks NEFT details refer to Annexure XII
- c) The EMD draft / Pay Order /NEFT should form part of the response to the RFP submitted by the Bidder. Failure to comply with this condition shall result in rejection of the bid offer and no Bidder shall be exempted from the requirement of the EMD.
- d) The EMD amount of the unsuccessful Bidder(s) shall be returned only after completion of the tender process and for successful Bidder

it will be returned after completion of the required formalities for entering into contract.

- e) The EMD amount shall be forfeited if the Bidder – Withdraws its Bid during the period of the Bid validity; or
- f) Having been notified of the acceptance of bid by the Bank and the Bidder during the period of bid validity, Fails or refuses to execute the Contract formalities; or Fails or refuses to perform, in accordance with the Terms and Conditions of the RFP or Contract; or
- g) Fails or refuses to furnish the required formalities in accordance with the terms and conditions of the RFP.
- h) No interest will be paid on the EMD amount.
- i) The Bank's decision in the above cases will be final.

8) Security Deposit

- a) EMD amount of the successful Bidder will be refunded after submission of Performance Guarantee.
- b) Successful Bidder require to submit Performance Guarantee Equal to 5% of project cost value payable by Bank within 15 days from the acceptance of the purchase order valid for 12 months.
- c) If the Bidder fails to remedy the defect within reasonable period or does not provide support as per the terms of RFP, Bank may invoke the performance guarantee and/ or proceed to take reasonable remedial actions as may be necessary

9) Period of Validity - Bids shall remain valid for a period 6 months from the date of bid opening prescribed by the Bank. A bid valid for shorter period shall be rejected by the purchaser as non-responsive

10) Bid Currency: - The Prices in the bid document shall be expressed in Indian Rupees only.

11) Bidding Process (Two Stages) - The Bidder has to prepare & submit the proposal(s) for Implementation of Treasury Management Software as mentioned in the RFP – for Providing **Treasury Management Software on SAAS Basis for period of 5 Years** with implementation and support.

The response to the present tender will be submitted in two parts:

- a) Technical bid (Part-III)

b) Commercial bid

The Bidder will have to submit the Technical bid and Commercial portion of the bids separately in sealed envelopes, duly super scribing “For Core Banking Solution & Implementation” and “**TECHNICAL BID**” or “**COMMERCIAL BID**” as the case may be.

12) Technical Bid

- a) Technical Bid will contain the Bidder’s information in the format given in the bid document. TECHNICAL BID will not contain any pricing or commercial information at all.
- b) The bid shall be typed and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. The authorization shall be indicated by a written Letter of Authorization of accompanying the Bid.
- c) All pages of the Bid except un-amended printed literature shall be initialled by the person(s) signing the Bid.
- d) The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall be initialled by the person(s) signing the Bid.
- e) **Soft copies of the TECHNICAL BID should be given on USB Drive in Technical Bid Envelope.**

13) Commercial Bid

The Bidder should quote the price as per Part IV- **Annexure –VIII**

(It should be in Sealed Cover Only)

14) Submission Of Bids

- a) The Bidders shall duly seal each envelope with and should be addressed to the following address. Technical and Commercial Bid sent through Sealed Cover only by **15th March 2024, 5.00 p.m.** last date of acceptance of the Bid

Address for communication:

General Manager
The Municipal Co-operative Bank Ltd, Mumbai
Municipal Bank Bhavan, 245, P.D’mell Road.
Fort, Mumbai 400001

- b) Bidder is required to submit soft copy of the Technical Bid along with hard copy as above.
- c) The Bidder response to the RFP and its subsequent evaluation is not a contract. The provisions of the contract shall become binding to both the parties when Bank enter into an exclusive contract separately with the final selected Bidder.
- d) Any additional information (e.g.: brochures, client testimonials etc) should be referenced in the Request for Proposal – Response, such that they can be easily identified.
- e) Responses received become the property of the Bank and cannot be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
- f) All Bidders are requested to submit responses to RFPs based on the following guidelines:
 - i **Forwarding Letter as per Annexure-I**
 - ii **Eligibility Criteria as per Annexure-II**
 - iii **Details of The Bidder as per Annexure-III**
 - iv **Undertaking as per Annexure-IV**
 - v **Non-Discloser Agreement as per Annexure-V**
 - vi **Technical /Functional Requirement as per Annexure-VI**
 - vii **Commercial Proposal as per Annexure-VII**
 - viii **Bidder to furnish their queries format – Annexure –VIII**
 - ix **hardware and software require for implementation – Annexure – IX**
 - x **NEFT details of Bank– Annexure X**

15) Deadline for Submission of Bids

- a) Bids must be received by the Bank at the address specified in the Bid Document not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time in the next working day.
- b) Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and Bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.
- c) Last date for submission of Both Technical and Commercial Bids:
15th March 2024.

16) Late Bids - Any bid received by the Bank after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired.

17) Modifications and/or Withdrawal of Bids

- a) Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.
- b) No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
- c) In case of the successful Bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such Bidder shall be deemed as foreclosed.

18) Documents to be submitted

- a) **Technical Bid**
- b) **Commercial Bid**

19) Bid Opening

- a) In the first stage, only **Technical Bids** will be opened and evaluated.
- b) All received RFP responses will be evaluated as per eligibility criteria. The vendors will be further evaluated on the basis of functionality features, Solution Architecture Suggested, Implementation Plan, Company Credentials & Experience, and accepting the terms and conditions of this document shall be short-listed.
- c) Bank reserves the right to accept or reject any technology proposed by the Vendor without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the Vendors.
- d) The Bank will ask the short-listed vendors to make a comprehensive Product walkthrough at Bank's premises and based on product Evaluation and Technical Eligibility Bank will intimate short listed vendors for final evaluation
- e) In the second stage, the COMMERCIAL Bids of only those Vendors, whose technical bids are short-listed, will be opened.

- f) The Bank will follow staged evaluation and selection process comprising of Functional, Technical, Support and Commercial evaluation.
- g) Bank will give 70% weightage for Functional Scope and 30% for Total Cost of the Software for period of 5 years.
- h) The Bank's Board will have the ultimate right to make the final decision. The decision of the Bank would be final and the Bank may accept or reject an offer without assigning any reason what so ever.

20) Bid Evaluation Criteria

Sr.No	Technical Area	Documentary Evidence	Marks Allotted
A	Technical Evaluation		
1	Bidder should have Turnover of more than 5 Crores in any of the last 3 preceding Financial Years viz 2020-21, 2021-22, 2022-23 Turnover Between Rs. 5 Crores to Rs. 10 Crores – 2 Marks Turnover Between Rs. 10 Crores upto Rs.25 Crores – 3 Marks Turnover more then Rs.25 Crores – 5 Marks	Copy of the Audited Financial Statement	5
2	The bidder should have successfully delivered Project of Design, Development, Customization, Training and Implementation of Treasury Application in Banks/NBFC/Primary Dealer in India. 1- Implementation in more than 10 Banks or NBFC - 15 marks 2. Implementation in more than 5 Banks or NBFC - 10 marks 3. Implementation in 5 or more Banks or NBFC - 5 marks	copy of the Banks PO and Banks details with implementation Certificate from the Bank	15
3	Bidder having ISO 9001 Certificate	Copy of Certificate	2

4	Bidder having CMM Level 3 or 5 Certificate	Copy of Certificate	3
5	Product Demonstration. In Demonstration, Availability of all CBS Functionality, Reporting, Modules, and Interfaces etc. shall be demonstrated by the bidder.	Own Certificate and Bank details	45
	Total of Technical Marks		70
B	Commercial Evaluation		
	Commercial Evaluation Marks		30
	Total Marks		100

Note

- a) Tender will be awarded based on Techno Commercial Evaluation i.e. 70% Weightage for Technical bid + 30% Weightage for Commercial bid and the bidder who scores HIGHEST COMBINED SCORE in technical and commercial evaluation (Final Score) will be called as H1 Bidder and shall be declared as successful bidder.
- b) Bidders receiving more than 70% of 70 Marks of Technical Evaluation will qualify for Final Evaluation based on Commercials Marks which will be added to technical marks.
- c) The “Final Score” for a Vendor will be calculated using the formula, given below:

$$\text{Total Score} =$$
 - ❖ (Bidder's Technical Score/Highest Technical Score amongst all bids) *0.7*100
 - PLUS
 - ❖ (Lowest Commercial Bid Received/ Bidder's Commercial Bid received) *0.3*100

21) Bid Evaluation Process

- a) **Technical cum Commercial Based System** of evaluation with 70:30 (70 marks for technical proposal and 30 marks for commercial proposal)
- b) Bank will evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to or all aspects of the Technical Qualification & Evaluation

- c) Each Technical bid will be assigned a technical score out of a maximum of 70 marks. Only the bidders who get a technical score of 70% (49 marks) or more overall will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the bid.
- d) Tender inviting authority reserves the right to check/validate the authenticity of the information provided in the pre-qualification and Technical evaluation criteria and requisite support must be provided by the bidder.
- e) The commercial bids for the technically qualified bidders will be opened and reviewed to determine whether the commercial bids substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Banks' discretion.
- f) Financial Proposals will remain unopened for those Agencies which fail to meet the minimum technical criteria.
- g) Commercial bids that are not meeting the condition mentioned in RFP shall be liable for rejection.
- h) Final Score Calculation – Final Score will be calculated through Technical and Cost selection method based with 70% Technical weightage and 30% commercial weightage.
- i) In the event the final of Combined Technical and Commercial Score are 'tied', then negotiation will be made with both the bidders and Bidder giving final lowest commercial will be awarded the project
- j) The Bidder will be finally ranked as per Combined and final weighted score & the bidder who will score highest marks, shall be proposed for award of the work.
- k) Bidder with highest final score combined for Technical and Commercial shall be treated as successful bidder
- l) In case selected Bidder is not willing to undertake the project for any reason after issue the purchase order within stipulated time and not responding even after giving a notice then bank reserves the right to ask the second bidder to undertake the same and EMD of the Bidder not responding shall be forfeited.
- m) Banks decision in this regard will be final and no representations whatsoever will be entertained

22) Clarifications Of Bids

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the Bidder for clarification.

23) Preliminary Examination - Bank will examine the commercial bids to determine whether they are complete; whether any computational errors have been made; whether required information has been provided as underlined in the bid document; whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer as per the authorization form, shall be treated as non-responsive and will be out rightly rejected.

24) Errors in Bid-Arithmetic errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is discrepancy between words and figures, the amount in the words will prevail. The bid determined as not substantially responsive will be rejected by the purchaser.

25) Signing Of Contract - The successful Bidder shall be required to enter into a SLA & NDA with the Bank, at the time of issue of the Purchase Order. SLA shall read with the Tender document, the letter of acceptance and such other terms and conditions as may be determined by the Bank.

26) Order Cancellation - The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) Delay in delivery beyond the specified period;
- b) Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that will be signed with the successful Bidder;
- c) Serious discrepancy in the quality of service / software expected during the implementation, rollout and subsequent maintenance process.
- d) In case of cancellation of order, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the Bidder would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract and any additional

expenditure to be incurred by the Bank to appoint any other Bidder.

27) Confidentiality Agreement: - “Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- a) Relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- b) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- c) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.
- d) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
- e) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.
- f) Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the Bank confidential information or Intellectual property.
- g) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever

obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- h)** In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall: Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- i)** Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, subcontractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
- j)** Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- k)** Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
- l)** To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
- m)** Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- n)** The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.
- o)** This RFP contains information proprietary to the **The Municipal Co-operative Bank Ltd., Mumbai** Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RFP may not be reproduced in whole

or in part without the express permission of the **The Municipal Co-operative Bank Ltd., Mumbai** Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.

28) Indemnity - Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) An act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- b) Breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder,
- c) Use of the deliverables and or services provided by the Bidder,
- d) Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third party claims on the Bank for malfunctioning of the software or deliverables at all points of time, provided however,
 - 1) The Bank notify the Bidder in writing immediately on becoming aware of such claim,
 - 2) The Bidder has sole control of defence and all related settlement negotiations,
 - 3) The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
 - 4) The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

- e) Bidder shall be responsible for any loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.
 - f) Bidder should take full responsibility for its and its employee's actions.
 - g) The Bidders should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
 - 1) Non-compliance of the Bidder with Laws / Governmental Requirements
 - 2) IP infringement
 - 3) Negligence and misconduct of the Bidder, its employees, and agents • Breach of any terms of RFP, Representation or Warranty
 - 4) Act or omission in performance of service.
 - h) Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
 - i) Bidder warrants, represents and confirms that it has full right, to use the software for the purpose enumerated in this RFP and has accordingly granted Bank right to access and use the software and further Indemnifies Bank for any claim of infringement of intellectual property rights by third party due to use of the said software by Bank.
 - j) Bidder warrants to BANK that Software provided by Bidder as per RFP will conform to corresponding specifications of software, If Bidder is in breach of the specifications in respect of a given Software due to reasons solely attributable to it, Bidder shall, at its own cost, makes changes in the software as required to rectify breach. Any financial penalties suffered by the Bank due to the software provided by Bidder will be borne fully by Bidder. If however both parties subsequently mutually determine that such remedies are not practicable, Bank's exclusive remedy shall be to require Bidder to refund/return all payment or fees allocable to that part of the non-conforming software provided by Bidder.
- 29) Publicity** - Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.
- 30) Solicitation of Employees**- Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period

of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- (iii) Has been terminated by a party prior to the commencement of employment discussions with the other party.

31) Liquidated Damages - If the Bidder fails to deliver the project within 60 days from the date of UAT sign off, Bank shall without prejudice to its other remedies, deduct as liquidated damage 1.0(one) percent of the total charges payable to Bidder for every month of delay or part thereof. Liquidity damage will be recovered from charges payable to Bidder.

32) Penalty for SLA for Treasury Management Software - Bidder is expected to provide robust Treasury Management **Software** and allied modules to Banks as per the functional requirements given in the RFP. Bank shall levy penalty if bidder is not able to adhere to Service Level Agreements and timelines for providing services for Treasury Management Software. Bank expects following service level and penalty for non-performance of the services shall be as under:

Sr	Service Name	Default	Period
1	Treasury Management Software	Non-working for more than 60 minutes due to application related issues	Rs.25,000 Per day
2	Delay in Customization or Bug fixing beyond the agreed SLA	Customization and bug fixing	Rs.5,000/= per day

33) Background Check of Employee -Bidder should acknowledge that they had taken suitable precautions of employees who will access Bank' asset by doing pre-employment backgrounds check, character check, monitoring of employees etc

34) Monitoring & Audit

- a) The Bank reserves the right to audit, conduct VAPT of application provided by Bidder, books of accounts of Bidder related to Bank

via Internal staff, external agencies appointed by Bank or any statutory auditors.

- b) Bidder shall acknowledge the right of Reserve Bank of India to cause an inspection to be made of Bidder Being Service provider and allow Reserve Bank of India or any other person authorized by it to access the banks documents, records, transactions, logs, and other necessary information given to stored or processed by Bidder within reasonable time.

35) Guarantees - Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal.

36) Governing Law and Disputes - All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Mumbai City. During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

37) Force Majeure - The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- a) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- b) If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidders obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- c) In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavour to find a solution to the problem.

38) Waiver - No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

39) Violation of terms - The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

40) Use Of Contract Document And Information - The Bidder shall not, without the Bank's prior written consent, make use of any document or information provided by the Bank in Bid document or otherwise except for purpose of performing contract.

41) Privacy & Security Safeguards - The Bidder shall not publish or disclose in any manner, without the Bank prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.

42) Non-Discloser Agreement - Bidder has to submit Non-discloser agreement as per format. Annexure – V

43) Acceptance Of Order - Bank has a right to cancel the order if the same is not accepted within a period of 10 days from the date of the order.

44) Escalation Matrix - Bidder shall provide an escalation methodology for escalation of issues, where necessary.

45) Taxes - The offer should be all-inclusive of the cost for Treasury Management Software and all the modules as mention in RFP for required quantity as mentioned in Bill of Material as per Annexure VIII giving breakup of the cost and GST

46) Termination - The Bank shall be entitled to terminate the agreement at any time by giving notice if: The Bidder breaches its obligations under the RFP or the subsequent agreement then the Bidder gets 30 days as cure period from the Bank. If not cured within this time, the Bank holds the rights to initiate termination by giving 90 days' Notice thereof to the Bidder.

Bank has right to terminate the Agreement by giving 60 days notice during the contract period.

47) Effect of termination

- a) The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank deliverables.
- b) In the event of this agreement comes to end on account of termination or by the expiry of the contract period /term of the agreement or otherwise, the Bidder shall render all reasonable assistance and help to the Bank and to any new service provider engaged by the Bank, for the smooth switch over and continuity of the services.
- c) Bidder shall within 15 days of the termination or expiry of contract return all the confidential information of the Bank or shall provide a certificate in writing to Bank confirming destruction of confidential information.
- d) If Bank terminates the agreement during the contract period by giving 60 days notice then payment till the last date of services rendered shall be payable by the Bank.

48) Cost - It should be understood that the Bank is not liable for any costs incurred by Bidders in the preparation of their response to this RFP or negotiations during the selection process. The preparation of your response will be made without obligation by the Bank to acquire any of the items in your proposal, or to select any Bidder's proposal. Please

note that all documentation and other supporting material provided, as part of a submission becomes the property of the Bank and is not returnable.

- 49) Queries** - The Bidder will have to submit queries pertaining to the RFP as per the RFP Schedule in the format specified in “Annexure IX” in this document to the communication address as specified below.

To
General Manager
The Municipal Co-operative Bank Ltd
Municipal Bank Bhavan,
245, P'Dmello Road,
Fort, Mumbai -400001.
Email – mcb.itcell@mcbmumbai.com

Bank will respond to these queries as per the schedule of the RFP, if required there will be a meeting with the Bidders who have obtained this RFP at the agreed time to address any queries in connection with the document.

Part - II

Eligibility Criteria:

1) Eligibility

The eligibility criteria for the Bidder would be as follows:

- a) This RFP is open to all Private / Public Limited Companies/LLP / Proprietor Company within India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding should fulfil the eligibility conditions subject to the following requirements:
- b) Only Original Software Developers of the Product shall be eligible to submit the Bid
- c) Turnover of the Bidder Audited Balance Sheet for last 3 Financial Years should be minimum average of Rs.5 Crores for last 3 Years
2020-21
2021-22
2022-23
- d) Bidder should have provided and implemented Treasury Management Software in at least 5 entities in BFSI Sector (Banks\Insurance\NBFC\Primary Dealer) in India during last 3 financial years.
- e) The bidder must provide references of three projects along with Go-live certificates.
- f) The bidder should have support Office/Branch in Mumbai for providing direct support to the Bank
- g) The application must be having a web-based architecture
- h) The Bidder should not have been blacklisted by any Regulatory Authority. Self-declaration to that effect should be submitted along with the technical bid.
- i) The Bidder \OEM should preferably have an ISO 9001 & CMM Level 3 or 5 Certification.
- j) The Bidder shall have sufficient Team to provide pre & post implementation support to the Bank.
- k) The propose solution should be with two factor authentication as per the guidelines issued by RBI and revised from time to time.

Part - III

TECHNICAL BID

1) Project Scope:

A brief description of the envisaged scope is enumerated as under. The detailed requirements on each of the area mentioned below are available in Annexure-VI of this document. However, the Bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. It will be the sole responsibility of the Bidder to implement the end to end solution by himself. The Bidder will be the single point of contact for the Bank with regards to this RFP and the Bidder will be responsible for end to end (E2E) implementation and support. The Bank expressly stipulates the Bidder 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 to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank.

Bidder is also required to provide the API\Interface to Banks Core Banking System in terms of Reserve Bank of India Circular dated 11th January 2024.

Bidder should also provide support during implementation and post implementation period and training to Bank's designated personnel.

Bidder will provide Centralized Help Desk / onsite support if needed.

2) Application Requirements

Given below is a brief overview of key application requirements considered critical by the Bank as part of the proposed Treasury Management Software. Further Bidder has to integrate the Treasury with Banks Core Banking System by giving required API's. The list is indicative and not exhaustive. However, the details of the requirements are mentioned in the Annexure – VI

3) Requirement Specifications Study

- a) **Hardware Details** – Bidder will suggest required hardware and software for smooth and better performance of the proposed Treasury Management Software application and related modules as per RFP. Bidder is required to give the details of the hardware and Software required for working of the Treasury Management Software and details thereof should be given as per **Annexure – X**

4) Project Deliverables (“Deliverables”)

The project plan will be as per the details provided below. Bidder may give additional plan if any. The Plan will be:

- a) Requirement Study and analysis: - Analysis of the requirements will be done, documented and shared with the Bank.
- b) Project Plan including Implementation plan – This will be mutually worked out.
- c) The Bidder will be responsible for installation & configuration of application, database and on the servers provided by Bank at the DC & DR.
- d) The Bidder will set all the parameters in the Applications as per the Security Policy of the Bank
- e) Change Management and approval.
- f) Soft copy of User Manuals on electronic media.
- g) Training for Bank's trainers, Management and end users
- h) Implementation of solution.
- i) On-site support at Banks Head Office
- j) Providing post-implementation support for application software during contract period.
- k) Supporting DR Drill as per RBI guideline.
- l) Any other requirement as mutually agreed upon as considered necessary.

5) Change Management. -As part of change management, Bidder shall:

- a) Accept and enter authorized change requests into an information data base for the purpose of tracking changes to the environment;

and for every change affecting the entire environment Bidder or shall assess the necessity and impact of the proposed change on performance, connectivity and overall operation.

- b) In conjunction with the Bank, develop acceptance test criteria and test the change.
- c) Work with the Bank to resolve any acceptance test issues.
- d) Schedule/manage testing and implementation of the change, including Communication to and coordination with other affected functions in accordance with the Change Management Procedures to be agreed with the Bank.
- e) With assistance from the Bank, verify the successful implementation of the change.

6) Training -The Bidder will be responsible for training the Bank employees in the areas of application / user / security management etc. The bidder needs to provide a comprehensive training methodology document.

7) Implementation and Roll out.

- a) The implementation will consist of implementing the proposed Treasury Management Software.
- b) The Bidder will set all the parameters in the Applications as per Banks Investment Policy. The Bidder shall be responsible for accuracy of the parameters set according to business needs of the Bank.
- c) The Bidder will assist the Bank in testing the reports generated using the proposed Application.
- d) The Bidder shall depute relevant personnel to attend and resolve the problems immediately as per agreed timeframe based on the severity of the issue.

8) Effective Date - Means the date on which sign off given by Bank for successful delivery and installation of all software, from Bidder as maintained in RFP to the satisfaction of Bank. Bank will appoint person/group of persons/ outside agency for testing of successful installation and delivery of the products as mentioned in RFP. Authorised person will sign off the acceptance of product.

9) Bidder Performance Metrics & Management: Bidder performance will be monitored and recorded as necessary over the duration of the contract period with respect to satisfactory fulfilment of all contractual obligations.

Part –IV

Commercial Bid

1) Price/ quotes

- a) The prices quoted by the Bidder shall exclusive of all taxes, levies, cess, excise and custom duties, installation, etc. that need to be incurred.
- b) The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of this agreement, and the Bank shall not pay any additional cost for the same.
- c) Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder”. Bidder should ensure that the project should not suffer for any reason.

2) Payment Terms

- a) **Payment Terms**
 - 25 % of One Time Cost as Advance
 - 50 % of Go-Live Cost after 1 month of Go-Live and successful performance
 - 25 % on submission of performance guarantee
- b) GST will be paid extra by Bank as applicable.
- c) TDS shall be deducted by the bank as per Income Tax laws of India.
- d) Yearly SAAS Payment shall be paid Six Monthly in Advance.

Annexure – I

Forwarding Letter

To
Chief Executive Officer
The Municipal Co-operative Bank Ltd
Municipal Bank Bhavan,
245, P'Dmello Road,
Fort, Mumbai -400001.

Sir,

Reg.: Our bid for **Treasury Management Software & Implementation**

We submit our Bid Document herewith.

We understand that

- a) You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b) If our Bid for the above job is accepted, we undertake to enter into and execute when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract. Bidder means the Bidder who is decided and declared so after examination of commercial bids.
- d) If our offer is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.
- e) We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Bank is true, accurate, and complete. This proposal includes all information necessary to

ensure that the statements therein do not in whole or in part mislead the Bank as to any material fact.

- f) We confirm that we are not blacklisted by Central / State Government Ministry / Department PSU / Government Company/Bank or any Co-operative Bank. We also confirm that we're not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central / State Government Ministry / Department / PSU Government Company/Bank/ Co-op Bank.

Dated at _____ **this** _____ **day of** _____ **2024.**

Yours faithfully

For _____

Signature: _____

Name: _____

Annexure II

Eligibility Criteria

S.NO.	Eligibility Criteria	Documents to be Submitted
1.	The bidder must be an Indian firm/ organization registered under Indian Companies Act / Partnership Firm/ LLP/ Proprietor Company	Copy of Certificate of Incorporation issued by Registrar of Companies and/or required certificate
2.	The bidder should have a minimum Average Annual turnover of Rs.5 Crores for last 3 audited Financial Years (2020-21,2021-22 & 2022-23) & Profit making for last three financial year	Copy of the audit Annual Reports and /or certificate of the Chartered Accountant.
3.	The bidder should not be blacklisted by any Bank/Central/State Govt. dept. /Public Sector Unit.	Certificate from Company Chief Executive as per Annexure
4.	Only Original Software Developers of the Product shall be eligible to submit the Bid	Declaration for Original Software Developer and IPR certificate if any
5.	Bidders should provide a detailed time schedule for the total implementation of the project	Copy of detail time schedule with implementation plan should be provided by the bidder
6.	Bidder should have provided and implemented Treasury Management Software in at least 5 entities in BFSI Sector (Banks\Insurance\NBFC\Primary Dealer) in India during last 3 financial years	Copies of the PO
7.	The bidder must provide references of three projects along with Go-live certificates.	Copies of certificate and reference name and address email contact number

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8.	The Bidder should not have been blacklisted by any Regulatory Authority. Self-declaration to that effect should be submitted along with the technical bid.	Declaration
9	Bidder should do Backgrounds check of employees who will access Bank' asset	Self-Declaration
10	The bidder should have support Office/Branch in Mumbai for providing direct support to the Bank	Details of Address
11	The application must be having a web-based architecture	Software /Product Architecture Details
12	The Bidder should preferably have an ISO 9001 \CMM Certification.	Copies of the certificate
13	The Bidder shall have sufficient Team to provide pre & post implementation support to the Bank.	Details of support team and support methodology
14	The propose solution should be with two factor authentication as per the guidelines issued by RBI and revised from time to time.	Self Declaration for functionality

Annexure III

DETAILS OF THE BIDDER

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

S. No	Item	Details
1	Name of Company	
2	Postal Address	
3	Telephone and Fax numbers	Telephone: FAX:
4	Constitution of the Company	
5	Name and designation of the person authorized to make commitments to the Bank [An authorization letter is required from the company]	
6	Email Address	
7	Year of commencement of Business	
8	GST Number	
9	NEFT Details for EMD Refund	
10	TAN Number and PAN Number	
11	Turnover for last 3 Financial Year 2020-21 2021-22 2022-23 Attached Certified copy of the Accounts with Tax Audit Report	

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12	Net Profit for last 3 Financial Year 2020-21 2021-22 2022-23 Attached Certified copy of the Accounts with Tax Audit Report	
13	Supports Centres	
14	Certifications available	

Annexure IV

Undertaking from Bidder

To
General Manager
The Municipal Co-operative Bank Ltd

Dear Sir(s),

Sub: RFP for

We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfil the same.

- a) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- b) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- c) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- d) All the details mentioned RFP and in the other tender documents submitted by us are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage of evaluation, the bank has the right to reject the proposal and disqualify us from the process.
- e) We hereby acknowledge and unconditionally accept that the Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the BID and related documents, in short listing of Bidders for providing the turnkey Project.
- f) We also acknowledge the information that this response of our Company for the Bank's BID process is valid for a period of 6 month, for the short-listing purpose, from the date of expiry of the last date for submission of our response to BID and related documents.
- g) We understand that the Bank will not accept any extraneous conditions that may be stipulated by the Bidders in their offer and the Bank reserves the right to adhere to the terms stipulated by it in the BID documents and to the extent modified, if any, by the Bank during the technical evaluation. We also agree that the Bidders, whose offers

are otherwise technically compliant, will have to adhere to the Bank's terms and conditions, based on which, the Bank has sought the offers irrespective of the terms or deviations contained in Bidder's offer.

- h) We have noted that the Bank reserves the right to reject any proposal not submitted in the required formats and with the required information.
- i) The Bank may at its absolute discretion waive any minor non-conformity in any offer. The Bank's decision in the matter will be final and the same shall be binding on us.

Seal & Signature of the Authorized Official

Annexure V

Non-discloser Agreement format

WHEREAS, we, _____, having registered Office at _____, hereinafter referred to as the Company, are agreeable to execute “_____” as per scope defined in the Request for Proposal (RFP) No. **Dated 30th December 2023 for Treasury Management Software for The Municipal Co-operative Bank Ltd.**, Mumbai (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK during execution of project 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, etc.;

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.

Yours sincerely,

Annexure –VI

Functional Specification

Front Office

Sr. No.	Requirement Description	Response Yes/No
1.	Onboarding and support for NDS OM, CCIL setup, configuration, updates, operations, training, change of platform etc.	
2.	STP for deal capture from NDS-OM, CCIL platform	
3.	STP of the deals done in NDS OM through NDS OM upload and only the portfolio code is manually inputted	
4.	Provision to upload deals	
5.	Provision to enter transactions manually	
6.	Position monitoring – Trade date (Trade position)	
7.	Position monitoring – Value date (Settled position)	
8.	Security analyzer tool – to check cash flows and risk metrics like M.Duration, Convexity, theoretical price, PV01, cash flows etc.	
9.	Instrument analyzer	
10.	What-if analysis	
11.	Portfolio optimizer (Set target duration, Rebalancing, trade suggestions etc.)	
12.	Provision to support the following minimum instruments:	
	• Fixed Deposits (With Pre-mat, lien-marking, provision to handle difference in maturity)	
	• Mutual Funds	
	• Auto calculation of stamp duty	
	• G-sec	
	• SDL	
	• T-bills	
	• Zero Coupon Government and corporate bonds	
	• Call, term, notice money (Borrow & lend)	
	• RBI LAF Repo, Reverse Repo	
	• SDF transactions	
	• MSF transactions	
	• TREPS	
	• CROMS (With security pledging)	
	• Corporate Bonds, CP, CDs	

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	<ul style="list-style-type: none"> Bidding through EBP (Electronic Bidding Platform) 	
13.	Portfolio transfer entry which gives the details of From Portfolio, To Portfolio, Security Code, Revaluation Rate and selection of securities based on lots	
14.	Portfolio transfer query which gives the report of portfolio transfers of individual securities	
15.	Revaluation rate, no. of units transferred	
16.	Reports menu tool in which all the reports of the deals in the software are being provided	
17.	System checks to disallow the dealer to authorize his respective deals	
18.	Price and YTM calculator of the securities in the system	
19.	Duration and M duration of the instrument's portfolio wise	
20.	Portfolio wise yield which gives the yields of the investment	
21.	Average Yield on instrument report	
22.	Deal register	
23.	Deal transaction for a period	
24.	Dealer wise profit/loss turnover report	
25.	Purchase and Sale reversal log	
26.	Report on securities matured	
27.	Securities purchased/sold	
28.	Dealers holding position, dealers holding cost and dealer wise P&L menu to be provided	
29.	Delegation of power functionality	
30.	Call/Term/Notice Money Deal Ticket	
31.	TREPS Deal ticket	
32.	CD Deal confirmation slip	
33.	Deal confirmation (others)	
34.	Deal Ticket Printing (Security)	
35.	Fixed deposits	
36.	Mutual fund purchase/sale with stamp duty accounting	
37.	MF Redemption entry	
38.	MF Dividend declared history maintenance	
39.	MF Accounting and Posting	

Middle Office

Sr. No.	Requirement Description	Response Yes/No
1.	Portfolio valuation	
2.	Value at Risk calculations	
3.	Provision for stop-loss monitoring	
4.	Limits management framework	
5.	User configurable limits	
6.	Warning limit; Approval limits; Stop / Hard limits	

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7.	Limits dashboards	
8.	Live Limit utilization screen with drilldown options	
9.	Limits configuration on following parameters:	
	• Portfolio	
	• Dealer	
	• Rating	
	• Modified Duration	
	• PV01	
	• VaR	
	• Residual Maturity	
	• Rating (Short term & Long term)	
10.	Provision to set limits on:	
	• Face value	
	• Market value	
	• Book value	
11.	Group limits	
12.	Sector limits / Industry limits	
13.	Ready interface with market data providers like FBIL, AMFI, NSE, BSE	
14.	Report for market data	
15.	Provision to upload traded files for NSLR valuation	
16.	Computation of Present Value (PV01) of investments	
17.	Calculation of VaR on investments - Instrument wise and Portfolio wise with tolerance levels	
18.	Stop Loss Monitoring of Domestic Investments as per the norms of Bank	
19.	Computation of Duration (portfolio wise/instrument wise)	
20.	Computation of M Duration (portfolio wise/instrument wise)	
21.	Computation of Convexity	
22.	Computation of Present Value Basis Points	
23.	Computation of MTM position of the treasury investments – fixed income instruments, MF etc. on daily basis	
24.	Computation MTM on monthly basis	
25.	Updation of rating migration on periodic basis for various investments	
26.	Monitoring of HTM % as per RBI guidelines	
27.	Alerts for designated / identified users if the above limits have breached the tolerance limits defined.	
28.	Stress Testing of the portfolio	
29.	Portfolio simulation	

Back Office

Sr. No.	Requirement Description	Response Yes/No
1.	Provision for automated security master creation	
2.	Provision for manual security master creation	

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3.	SLR maintenance screen	
4.	CRR maintenance screen	
5.	Interbank (Limit) maintenance screen	
6.	Email configurations	
7.	Pre-EOD checks	
8.	Upcoming events report	
9.	HTM as a % NDTL report	
10.	Defeasance period report	
11.	Price and P&L computation as per the pre-set norms (FIFO/WAP)	
12.	Investment summary report	
13.	P&L report	
14.	Cash flow report	
15.	Accounting configuration through front end user interface	
16.	Holiday maintenance	
17.	Lien marking / unmarking management	
18.	Charges management	
19.	SGL Reconciliation	
20.	SLR fortnightly view	
21.	SLR position view	
22.	NPI management module	
23.	Accretion process includes report	
24.	Amortization process includes report	
25.	Valuation report	
26.	Ability to extract all reports / other data in Excel spreadsheet for off-line analysis.	
27.	Management Dashboard for key data	
28.	CBS interface for accounting (Real-time, batch, EOD)	
29.	User configurable reporting tool	
30.	2 factor authentication (2FA)	
	Treasury Integration	
	Treasury Integration with Core Banking Solution of the Bank with CBS from Finacus Solutions	

Annexure –VII

Format for Commercial proposal

Sr.	Product Description	Qty	Unit cost	Total Cost without GST	GST Cost	Total Cost
1	Implementation Cost if any	1				
2	Training Cost if any	1				
3	Cost of Integration API with CBS	1				
4	Cost of Software on SAAS basis for period of 5 Years					
	1 st Year SAAS Cost					
	2 nd Year SAAS Cost					
	3 rd Year SAAS Cost					
	4 th Year SAAS Cost					
	5 th Year SAAS Cost					

Note –

- a) Hardware, Database, OS will be provided by the Bank and Bidder should specify the required details in technical bid as per Annexure X
- b) The Bidder will provide services for implementation / rolling-out /support / maintenance of proposed solution.

Annexure –VIII

Pre Bid Query Format

(Company Letter head)

Sr. No.	Page No.	Point No.	Tender Original Clause	Clarification	Request for change /addition/modification deletion

Bank contact details IT section

Tel No.

Email Id: mcb.itcell@mcbmumbai.com

Annexure –IX

Hardware and software required for Treasury Management Software

Server/Role Name	DC QTY	DR QTY	Physical/ Virtual	RAM	Cores/ VCPU	OS	Server Role	OEM
Database Type								
Server OS Type								
Storage Capacity								
Application Server								
Any other Item								

Annexure - X

Background Checks

On the letterhead of the vendor

The ***** represents and warrants that all Staff who is assigned to perform Services for the BANK under this RFP has been subjected to rigorous background check and screening which include: confirmation of prior work experience, academic records and professional qualifications, character reference checks, confirmation of identity through government issued identification and criminal history, if any. The ***** also undertakes that any staff stationed at or sent by the ***** to the premises of the BANK for the purposes of Services under this RFP shall be subjected to the above background checks and shall have read and understood the BANK's guidelines and code of conduct in this regard which may be provided by the BANK to the ***** from time to time. The ***** represents and warrants that the Staff assigned to provide the Services, irrespective of the location/premises from which such Staff works, shall at all times be deemed to be the employees of the *****

Signature of Authorized Official

Annexure- XI

NEFT DETAILS

Tender fees and EMD Amount

Send request Email for NEFT DETAILS which will be shared on Email

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