

Reply to Pre- Bid Queries- RFP032022-23

**Request for Proposal for Request for Proposal for Appointment of Consultant for augmentation of Core Banking Solution hardware and related components at Data Center, Disaster Recovery Center and Near Site
RFP Reference No. 032022-23**

Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions	BOM Reply
1	6	Invitation for Tender Offers	Invitation for Tender Offers	Last Date and Time for receipts of tender offers 02.05.2022 up to 14:00 hours	Extension of the bid submission by at least 2 weeks	Please refer corrigendum
2	9	3.3	Soft Copy of Tender document	The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs. 17,700/- by way of a demand draft in favor of Bank of Maharashtra payable at Pune while submitting the bid.	The tender document cost of INR 17,700/- already last time submitted against same RFP Ref. No. 172021-22. Please confirm further we've to submit the tender document cost for this RFP or not?	Tender Document 172021-22 is closed and RFP 03/2022-23 needs to be purchased in order to submit the bid
3	12	Reverse Auction/Scrutiny of Offers	Instructions to Bidders	The Bank shall conduct Online Reverse Auction	We suggest to go with L1 without Reverse auction	Commercial evaluation would be through online price bid submission. Please refer corrigendum
4	13	3.10	Technical Evaluation Criteria > criteria 1.1	The Bidder should have experience on the following areas in the last 5 years: 1. RFP Preparation 2. Vendor Evaluation & Selection 3. Consultancy for hardware upgrade, fresh hardware procurement or hardware renewal consultancy 4. IT Project management Completed or on-going projects would be considered	Request Bank to define the on-going projects and revised the statement as follows: " Completed or on-going projects would be considered (on-going project should be minimum 6 months old projects and few scopes already delivered. Issuance of work order or executed the contract will not be considered as on-going project).	Ongoing projects are already defined. No Change in RFP Clause

5	13	Technical Evaluation Criteria	Instructions to Bidders	<p>1. Full marks- if the bidder can demonstrate experience in any 3 or more areas for a Public Sector Bank with more than 1000 branches in India. Relevant credential letter OR Project Completion Letter OR Purchase Order Copy along with latest invoice OR Contract Copy along with latest invoice</p> <p>2. 20 marks- if the bidder can demonstrate experience in any 2 areas for a public sector Bank with more than 1000 branches in India. Or if the bidder can demonstrate experience in at least 3 or more areas for a Scheduled Commercial Bank other than PSB /Pvt. Bank/Insurance Firm with more than 1000 branches in India/ Insurance Firm in India with more than thousand branches / BFSI/ or a Government entity or PSU with more than 1000 branches in India in India.</p> <p>3. 10 marks- if the bidder can demonstrate experience in at least 2 areas for a Scheduled Commercial Bank other than PSB /Pvt. Bank/ / Insurance Firm with more than 1000 branches in India/ Insurance Firm in India with more than thousand branches / BFSI/ or a Government entity or PSU with more than 1000 branches in India in India.</p> <p>4. Nil for others If invoices are submitted as proof, 1. for ongoing projects: The invoices should cover at least one milestone invoiced on completion. 2. For completed project invoices for</p>	<p>Change as below:</p> <p>1. Full marks- if the bidder can demonstrate experience in any 2 or more areas for a Public Sector Bank with more than 1000 branches in India.</p> <p>2. 20 marks- if the bidder can demonstrate experience in at least 3 or more areas for a Scheduled Commercial Bank other than PSB /Pvt. Bank/Insurance Firm with more than 1000 branches in India/ Insurance Firm in India with more than thousand branches / BFSI/ or a Government entity or PSU with more than 1000 branches in India in India.</p> <p>3. 10 marks- if the bidder can demonstrate experience in at least 2 areas for a Scheduled Commercial Bank other than PSB /Pvt. Bank/ / Insurance Firm with more than 1000 branches in India/ Insurance Firm in India with more than thousand branches / BFSI/ or a Government entity or PSU with more than 1000 branches in India in India.</p> <p>4. Nil for others Relevant credential letter OR Project Completion Letter OR Purchase Order Copy along with latest invoice OR Contract Copy along with latest invoice If invoices are submitted as proof, 1. for ongoing projects: The invoices should cover at least one milestone invoiced on completion. 2. For completed project invoices for all the milestones or final milestone should be submitted..</p>	Please refer corrigendum
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				all the milestones or final milestone should be submitted.		
6	13	3.10	Technical Evaluation Criteria > criteria 1.1	<p>1. Full marks- if the bidder can demonstrate experience in any 3 or more areas for a Public Sector Bank with more than 1000 branches in India.</p> <p>2. 20 marks- if the bidder can demonstrate experience in any 2 areas for a public sector Bank with more than 1000 branches in India.</p> <p>Or</p> <p>if the bidder can demonstrate experience in at least 3 or more areas for a Scheduled Commercial Bank other than PSB /Pvt. Bank/ Insurance Firm with more than 1000 branches in India/ Insurance Firm in India with more than thousand branches / BFSI/ or a Government entity or PSU with more than 1000 branches in India in India.</p> <p>3. 10 marks- if the bidder can demonstrate experience in at least 2 areas for a Scheduled Commercial Bank other than PSB /Pvt. Bank/ / Insurance Firm with more than 1000 branches in India/ Insurance Firm in India with more than thousand branches / BFSI/ or a Government entity or PSU with more than 1000 branches in India in India.</p> <p>4. Nil for others</p> <p>Relevant credential letter OR Project Completion Letter OR Purchase Order Copy along with latest invoice OR Contract Copy along with latest invoice</p>	<p>As this RFP is for Core Banking Hardware upgrade, we request Bank to revise the clause as follows.</p> <p>1. Full marks- if the bidder can demonstrate experience in any 3 or more areas for at least 2 (Two) Public/Private sector Banks in India with more than 1000 branches in India.</p> <p>2. 20 marks- if the bidder can demonstrate experience in at least two areas for a Public/Private sector Banks in India with more than 1000 branches in India.</p> <p>3. Nil for others</p> <p>Documentary Evidence: Relevant credential letter OR Project Completion Letter OR Purchase Order Copy along with latest invoice</p>	Please refer corrigendum

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				If invoices are submitted as proof, 1. for ongoing projects: The invoices should cover at least one milestone invoiced on completion. 2. For completed project invoices for all the milestones or final milestone should be submitted.		
7	13	Commercial Evaluation	Commercial Evaluation	Only those bidders who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of bidder either by opening of Commercial Bids of bidders or proceed with the selection of bidder through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in Annexure I for reference.	The commercial evaluation process is open ended and request bank to finalize one option only either by opening of submitted commercial bid in hardcopy or the Reverse Auction. Request bank to accept the Commercial evaluation process by OPENING OF SUBMITTED COMMERCIAL BID only.	Please refer corrigendum
8	15	3.10	Technical Evaluation Criteria > criteria 1.1	Total Marks 85	Total Marks is 85. Is this correct or one technical scoring mechanism missing in the table. As per our understanding the total marks should be 100.	Please refer corrigendum

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9	15	3.11	Online mode of bid submission	<p>In view of COVID-19 outbreak, Bank may opt for technical bid submission though online mode. The detailed instructions pertaining to Online mode of bid submission is annexed at Annexure J of this RFP. The confirmation regarding the same shall be notified on Bank's website after Pre- Bid meeting along with reply of Pre-bid queries.</p> <p>In case of online bid submission bidder shall submit their technical bids by uploading the required document on the portal specified in Annexure J on or before the due date and time. The technical bid submitted via online mode shall be opened by the bank on scheduled date and time.</p> <p>In online mode of bid submission, bidder is required to submit the Bid security declaration (Annexure E), Non-Disclosure Agreement (NDA) Annexure G and duly attested and signed copy of RFP along with corrigendum issued in physical form also.</p>	Request bank to accept physical bid instead of online bid submission. In eligibility criteria one point is "The bidder should have Office/Branch in Pune with consulting staff". So, bidder should submit the physical bid.	discuss
10	23	4.2.1. Augmentation of the CBS Hardware	4. Scope of Work	Current State Assessment of the Current CBS Hardware at the DC, DR and Near Site. This should cover the IT Infrastructure (CBS - Servers, Storage and Tape Library, Network and Security Components (Core Router, Switches, Firewall, Load Balancer) encompassing environmental software such as Virtual Machines, Operating System and Database).	We understand that Current State Assessment & procurement of Cyber security & SOC related components(except Firewalls) are out of scope of the present scope of RFP. Please confirm our understanding	Scope includes all the equipments covered under CBS contract with SI. Cyber Security/ SOC is a separate project

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11	27	4.2.4. Review and Validate Performance Benchmark Results & Hardware Acceptance Testing	4. Scope of Work	<p>Deliverable:</p> <ol style="list-style-type: none"> 1. Perform acceptance testing after the hardware is put to production as per the defined and agreed criteria 2. Draft report on the hardware acceptance detailing the inconsistencies and observation after the hardware put to go live. 3. One-time revalidation for closure of the reported inconsistencies and observation 4. Final report detailing the criteria, observations and final results after the hardware put to production. <p>Acceptance Criteria:</p> <ol style="list-style-type: none"> 1. Submission of the hardware acceptance after the hardware put to production. 2. Submission of the draft hardware acceptance report. 3. Submission of the final hardware acceptance report after the hardware put to production. 	<p>We understand that the performance benchmarking & any Security audit prior to go-live will done by Bank of Maharashtra or it's appointed vendors. The consultant will have to match against the deliverables mentioned as part of the RFP vis-à-vis actual implementation. Please confirm our understanding.</p>	<p>bidder is required to get the benchmarking done with the help of Bank's CBS SI and Hardware supplier. Bidder is also required to verify and certify the benchmarking results are in line with Bank's expectations based on projected growth factors</p>
12	30	6.2	<p>Payment Terms & Project Time Lines. Sr. No.1</p> <p>>Augmentation of the CBS Hardware : Review of banks existing hardware and associated infrastructure</p>	<p>>> 20% on submission of draft report covering</p> <p>>>20% on submission of above final report as per the scope</p> <p>>>60% on acceptance of above final report as per the scope</p>	<p>Requesting bank to please modify the payment terms as below:</p> <p>>> 40% on submission of draft report covering</p> <p>>>40% on submission of above final report as per the scope</p> <p>>>20% on acceptance of above final report as per the scope</p>	<p>No Change in RFP Clause</p>

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13	30	6.2	Payment Terms & Project Time Lines. Sr. No.4 >Hardware acceptance testing	>> 20% on submission of the hardware acceptance testing criteria >> 30% on submission of the draft hardware acceptance report. >>50% on submission of the final hardware acceptance report and acceptance of the same by the Bank	Requesting bank to please modify the payment terms as below: >> 50% on submission of the hardware acceptance testing criteria >> 40% on submission of the draft hardware acceptance report. >> 10% on submission of the final hardware acceptance report and acceptance of the same by the Bank	No Change in RFP Clause
14	30	Payment terms & Project Timeline>>6 .2	Completion time-lines: Within 2 months of kick-off	2. Assist the Bank in drafting of RFP for refresh/ augmentation of Hardware and associated infrastructure for the Bank's Data Centre & Disaster Recovery Site and Near Site Completion time-lines: Within 2 months of kick-off	Assist the Bank in drafting of RFP for refresh/ augmentation of Hardware and associated infrastructure for the Bank's Data Centre & Disaster Recovery Site and Near Site Completion time-lines: Within 4 months of kick-off	No Change in RFP Clause
15	30	Payment terms & Project Timeline>>6 .2	Completion time-lines: Within 3 months of kick-off	2. Provide assistance in vendor evaluation and selection Completion time-lines: Within 2 months of kick-off	Assist the Bank in drafting of RFP for refresh/ augmentation of Hardware and associated infrastructure for the Bank's Data Centre & Disaster Recovery Site and Near Site Completion time-lines: Within 2 months of bid submission	No Change in RFP Clause
16	34	6.10	Penalty	Penalty for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 0.25% (One Percent) of total project cost for delay of one week or part thereof each time, subject to maximum of 10 % (Ten percent) of the total consideration. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination of the contract or purchase order. No	Requesting Bank to modify the clause as below: Penalty for delay in the Service(s) rendered for each fortnight of delay beyond the scheduled date or part thereof will be a sum equivalent to 0.05% of total project cost for delay of one week or part thereof each time, subject to maximum of 2.5 % (Two and Half percent) of the total consideration. In case of undue delay beyond a period of 30 days after attaining the maximum penalty of 2.5% of total project cost/TCO during implementation, Bank may consider	No Change in RFP Clause

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				<p>penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the bidder. The overall LD during implementation will be to a maximum of 10% of the total cost of the project. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.</p>	<p>termination of the contract or purchase order. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the bidder. The overall LD during implementation will be to a maximum of 2.5% of the total cost of the project. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Friday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.</p>	
17	37	6.16	Limitation of Liability	Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP	We note that our aggregate liability is limited to actuals and up to the value received by us under this	No Change in RFP Clause

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				<p>regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value. Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.</p> <p>2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.</p> <p>Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or</p>	<p>engagement as per Clause 6.16 (Page 37) of the attached RFP. However, following are the exceptions to aforementioned liability cap:</p> <ul style="list-style-type: none"> a. Claims arising out of misconduct on our part; b. Gross Negligence on our part; c. Claims arising out of infringement of intellectual property rights; d. Breach of confidentiality obligations. <p>Requesting bank for inclusion of aforesaid exceptions within the liability cap provided under Clause 60 (Page 30) of the attached RFP.</p>	

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				<p>modules supplied by bidder as part of procurement under the RFP. Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.</p>		
18	67	17. Annexure K	Eligibility Evaluation	<p>The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956/2013 / The bidder must be a registered firm/ company//LLP/ trust/government owned organization/and shall be in existence for the last five years. Copy of the certificate of incorporation, copy of registration certificate should be enclosed as documentary proof</p>	<p>Please revise the clause as below: The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956/2013 / The bidder must be a registered firm/ company//LLP/ trust/government owned organization/and shall be in existence for the last ten (10) years. Copy of the certificate of incorporation, copy of registration certificate should be enclosed as documentary proof.</p>	No Change in RFP Clause

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19	67	17. Annexure K	Eligibility Evaluation	The bidder should be in the line of Management Consultancy in India at least for a period of 5 years as on the date of this RFP. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account).	The bidder should be in the line of Management Consultancy in India at least for a period of 10 years as on the date of this RFP. (In case of mergers/acquisitions/ restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account).	No Change in RFP Clause
20	67	17. Annexure K	Eligibility Evaluation	The Bidder should have experience of completing at least 1 project covering RFP Preparation, Vendor Evaluation & Selection and hardware refresh/ augment for at least 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India. One out of the 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India should be a public sector bank.*Completed and Ongoing projects will be considered	Requesting bank to please also consider the following: The Bidder should have experience of completing at least 1 project covering RFP Preparation, Vendor Evaluation & Selection and hardware refresh/ augment for at least 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India. One out of the 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India should be a public sector bank. Request Bank to define the on-going projects and revised the statement as follows: " Completed or on-going projects would be considered (on-going project should be minimum 6 months old projects and few scopes already delivered. Issuance of work order or executed the contract will not be considered as on-going project).	Please refer corrigendum

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21	67	17. Annexure K	Eligibility Evaluation	The Bidder should have experience of completing at least 1 project covering RFP Preparation, Vendor Evaluation & Selection and hardware refresh/ augment for at least 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India. One out of the 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India should be a public sector bank.*Completed and Ongoing projects will be considered	As per usual practice, Eligibility Criteria is more relaxed than technical scoring. We have observed that in the technical scoring allows for 1 scheduled commercial bank or Insurance company with minimum 1000 branches in India, however in the eligibility criteria Bank has asked for 2 scheduled commercial bank/insurance company in India with minimum 1000 branches. Hence, we request the bank to kindly relax the eligibility criteria as below: The Bidder should have experience of completing at least 1 project covering RFP Preparation, Vendor Evaluation & Selection and hardware refresh/ augment for at least 1 scheduled commercial banks / Insurance company with minimum 1000 branches in India. *Completed and Ongoing projects will be considered.	Please refer corrigendum
22	67	17. Annexure K	Eligibility Evaluation	The Bidder should have experience of completing at least 1 project covering RFP Preparation, Vendor Evaluation & Selection and hardware refresh/ augment for at least 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India. One out of the 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India should be a public sector bank. *Completed and Ongoing projects will be considered	Please revise the clause as follows: The Bidder should have experience of completing at least 1 project covering RFP Preparation, Vendor Evaluation & Selection and hardware refresh/ augment for at least 2 Public Sector/Private Sector Banks with minimum 1000 branches in India.	Please refer corrigendum

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23			General		<p>Bidder shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by it. Such retention shall be subject to obligations of confidentiality mentioned in RFP.</p> <p>Requesting bank to kindly consider the above point.</p>	<p>Bidder shall be allowed to retain documentation as part of professional records to support and evidence the work performed by it. Such retention shall be subject to obligations of confidentiality mentioned in RFP and SLA executed upon engagement</p>
24			Last Date and Time for receipts of tender offers	02.05.2022 at 14:00 hours	Requesting bank to kindly extend the last date of submission of bids to 12th of May, 2022.	Please refer corrigendum