

Request for Proposal (RFP) for

Selection of vendor for Supply, Installation & Maintenance of ATMs at Taluka / Village Level in various locations across Gujarat through District Cooperative Banks

Notification No.: **GSCB / IT / 66 / 06**

Dated: 06th April 2024

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1 Request for Proposal

The Gujarat State Coop. Bank Ltd. Invites e-tenders for “Selection of vendor for Supply, Installation & Maintenance of ATMs at Taluka / Village Level in various locations across Gujarat through District Cooperative Banks”. Bidders / Agencies are advised to study this RFP document carefully before submitting their proposals in response to the Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://gem.gov.in/> and www.gscbank.co.in for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fees and EMD.

Please note that the interested parties will have to access the website <https://gem.gov.in/> and www.gscbank.co.in and get themselves registered so as to enable them to participate in the e-Tendering process before due date.

The Bidder has to use two-cover (Technical Bid and Commercial Bid) method through e-Tendering in order to fill up the Tender.

Bidders (authorized signatory) shall submit their offers online in electronic formats for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the RFP. The Gujarat State Coop. Bank Ltd. shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. All the terms and conditions mentioned in the tender application are binding on Bidders.

For any technical queries, please write to it@gscbank.coop

Place: Ahmedabad

Date: 06th April 2024

Sd/-

Authorized Officer

The Gujarat State Coop. Bank Ltd.

2 Details of Activities

S. No	Information	Details
1.	Date of Publication	06 April 2024
2.	Download date	06 April 2024 onwards
3.	Bid submission start date	06 April 2024
4.	Pre Bid Meeting Date & time	15 April 2024 15:00 Hours
5.	Pre Bid Meeting Venue	Head Office, The Gujarat State Coop. Bank Ltd, 4 th Floor IT Department, “Sardar Vallabhbhai Patel Sahakar Bhavan” Nr. Shastrinagar BRTS Bus Stand, Naranpura, Ahmedabad – 380013, Gujarat,
6.	Bid Submission End date & time	29 April 2024 15:00 Hours
7.	Technical Bid Opening Date & Time	29 April 2024 15:30 Hours
8.	Commercial Bid Opening Date & Time	Will be informed later
9.	Document fee (Non Refundable)	Rs. 10,000/- (INR Ten Thousand Only) + GST to be deposited in the Bank Account mentioned below by or before the last date and time of submission of tender. Scanned copy of receipt is to be uploaded on e-procurement site along with the bid. Bids without tender fee will be rejected. However, the Bid Fee will be exempted for MSMEs subject to furnishing of relevant valid certificate for claiming exemption: Bank: The Gujarat State Co Operative Bank Ltd Account Name : Tender Fee Account No: 92714000018 IFSC: GSCB0000001
10.	EMD	Rs. 20,00,000/- (INR Twenty Lakhs Only) to be deposited in the Bank Account mentioned below by or before the last date and time of submission of tender. Scanned copy of receipt is to be uploaded on e-procurement site along with the bid. Bids without EMD will be rejected. However, the EMD will be exempted for MSMEs subject to furnishing of relevant valid certificate for claiming exemption: Bank: The Gujarat State Co Operative Bank Ltd Account Name : Sund.Cr-EMD DEP (EST) A/c Account No: 91617000016 IFSC: GSCB0000001
11.	The Proposal should be filled in by the Bidder in English language only.	
12.	The bidder should quote price in Indian Rupees only. The offered price must be as per the Price Bid mentioned in the RFP.	
13.	No Consortium is allowed.	
14.	Proposals/ Bids must remain valid for 365 days from the date of opening of Commercial Bid.	
15.	Bid Evaluation Method – Quality and Cost Based Selection (QCBS)	
16.	Post Implementation Warranty Support shall be provided for a period of 2 years after go-live of the project. Comprehensive O&M support will be provided for a further period of 3 years after completion of warranty period. The O&M support may be extended further, on mutually agreed terms.	

3 Instruction to Bidders

3.1 General

All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by The Gujarat State Coop. Bank Ltd. on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of The Gujarat State Coop. Bank Ltd. / DCCBs. Any notification of preferred bidder status by The Gujarat State Coop. Bank Ltd. shall not give rise to any enforceable rights by the Bidder. The Gujarat State Coop. Bank Ltd. may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of The Gujarat State Coop. Bank Ltd. / DCCBs.

3.2 Compliant Proposals/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements set out in this RFP may render the proposal noncompliant and the proposal may be rejected. Bidders must:
 - a. Include all documentation specified in this RFP;
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - c. Comply with all requirements as set out within this RFP.

3.3 Pre-bid Meeting and Clarifications

Pre-bid Meeting

- a) The Gujarat State Coop. Bank Ltd. may hold a pre-bid meeting with the prospective bidders through physical mode and bidders are requested to submit their pre-bid queries by 15 April 2024 15:00 hours by email at it@gscbank.coop
- b) The bidders will have to ensure that their queries (if any) for pre-bid meeting should reach to The Gujarat State Coop. Bank Ltd. only by email on it@gscbank.coop by the given date
- c) The queries should necessarily be submitted in following format (soft copy in MS Excel file to be attached)

S.N.	RFP Document Reference (Section & Page Number)	Content of RFP requiring clarification	Points of Clarification

- d) The Gujarat State Coop. Bank Ltd. shall not be responsible for ensuring receipt of the bidder's queries. Any request for clarification posts the indicated date and time shall not be entertained by The Gujarat State Coop. Bank Ltd.
- e) The Gujarat State Coop. Bank Ltd. will not respond to individual pre – bid queries. All the queries will be discussed internally by GSC Bank and any clarifications / changes will be communicated through the release of Corrigendum only.
- f) Bidders shall not communicate with GSC Bank to inquire about status of any query raised by them.

Issue of Corrigendum

- a) At any time prior to the last date for receipt of bids, The Gujarat State Coop. Bank Ltd. may for any reason whether at its initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- b) Any such corrigendum shall be deemed to be incorporated into the RFP. In order to provide prospective bidders reasonable time for taking the corrigendum in account, The Gujarat State Coop. Bank Ltd. may, at its discretion, extend the last date for the receipt of proposal.

3.4 Key Requirements of the Bid

Right to Terminate the Process

- a) The Gujarat State Coop. Bank Ltd. may terminate the RFP process at any time and without assigning any reason. The Gujarat State Coop. Bank Ltd. makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) The Gujarat State Coop. Bank Ltd. to facilitate the DCCBs for implementation of ATM project to various districts in the state of Gujarat. Concerned DCCBs will place order as per their requirement and suitability.
- c) All Legal liabilities for entire tendering process will be of DCCBs only. The Gujarat State Coop. Bank Ltd. is undertaking this process on behalf of DCCBs.
- d) This RFP does not constitute an offer by The Gujarat State Coop. Bank Ltd. The bidder's participation in this process may result in The Gujarat State Coop. Bank Ltd. selecting the bidder to engage towards execution of the contract.

RFP Document Fees

RFP document can be downloaded from <https://tender.nprocure.com> and www.gscbank.co.in. Bidders are required to deposit the document Fee of ₹10,000/- (Rupees Ten Thousand only) + GST in the bank account, the details of which are mentioned below, by or before the last date & time of submission of bid. Scanned copy of the proof of online credit is to be uploaded on <https://tender.nprocure.com> along with the bid. Proposals received without or with inadequate RFP document fees shall be rejected. However, the bids fee will be exempted for MSMEs subject to furnishing of relevant valid certificate for claiming the exemption.

Bank Account Details:

Bank: The Gujarat State Cooperative Bank Ltd.

Title of Account: Tender Fee

Account No: 92714000018

IFSC: GSCB0000001

Earnest Money Deposit (EMD)

Bidders are required to deposit the Earnest Money Deposit (EMD) of ₹20,00,000/- (Rupees Twenty Lakhs only) in the bank account, the details of which are mentioned below, by or before the last date & time of submission of bid. Proposals received without or with inadequate EMD shall be rejected. However, EMD will be exempted for MSMEs subject to furnishing of relevant valid certificate for claiming the exemption. EMD will be refunded within 30 days of completion of the tendering process.

Bank Account Details:

Bank: The Gujarat State Co Operative Bank Ltd.

Title of Account: Sund.Cr-EMD DEP (EST) A/c
Account Number: 91617000016
IFSC Code: GSCB0000001

Method of Submission of Bids

- a) The two-bid cover system shall be followed. Technical and Commercial Bids shall be uploaded separately through the e-Tendering mode <https://gem.gov.in/>. Please Note that Prices shall not be indicated in the Technical Proposal but shall only be indicated in the Commercial Proposal.
- b) All the pages of the proposal must be sequentially numbered and must contain the list of contents/index with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c) All pages of the bid shall be signed and stamped by the authorized person.
- d) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by The Gujarat State Coop. Bank Ltd. to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Gujarat State Coop. Bank Ltd. will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- e) The offer submitted by the bidders should be valid for minimum period of 365 days from the date of submission of bid.

4 Bid Evaluation Process

4.1 Eligible Bidders

1. This Invitation for Bids is open to the Firms (Private Limited Company/ Public Limited Company/ any another Company/LLP) incorporated/registered under relevant Act in India.
2. The Bidder(s) has to comply the Pre-Qualification Criteria mentioned in Section 4.3
3. All participating Bidders are required to register in the e-procurement portal <https://gem.gov.in/>. The Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He / She has to submit the relevant information as asked for about the firm.
4. The Gujarat State Coop. Bank Ltd. may disqualify or terminate the Contract at any stage if the Bidder has made untrue and false representation in the forms, statements and attachments submitted in the proof of the qualification requirement and/or have a record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion or financial failure, litigation history, etc.
5. GSC Bank reserves the right to disqualify a bid if it is found that bidder has quoted unfeasible and unreasonably low prices or exorbitantly high prices.
6. If proceedings for suspension or cancellation of registration or for blacklisting due to poor performance by the Bidder has been started by any Department / Undertaking of Government of any State or UT/ Government of India against the Bidder before the issue date of this Bid Document and the same is subsisting on the last date of submission of bid, the Bidder cannot participate in bidding process.

7. A bidder shall not have conflict of interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- They have controlling partner in common; or
 - They receive or have received any direct or indirect subsidy from any of them; or
 - They have the same legal representative for purposes of this bid; or
 - They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of The Gujarat State Coop. Bank Ltd regarding this bidding process; or
 - A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the same Sub System Integrator in more than one bid; or
 - A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - A Bidder, or any of its affiliates has been hired (or proposed to be hired) by The Gujarat State Coop. Bank Ltd for the contract.

4.2 Criteria for Bid Evaluation

A three-stage procedure will be adopted for evaluation of proposals as follows:

- Pre- Qualification or Eligibility Criteria
- Technical Evaluation Criteria – minimum 60% cut off marks for qualification
- Commercial bid opening and final evaluation based on Quality cum Cost Based System (QCBS) Evaluation at 70:30 ratios (Technical 70% and Commercial 30%).

4.3 Pre-Qualification Criteria

The Bidder shall have to fulfil following Pre-Qualification Criteria.

Sr. No.	List of Documents	Supporting documents
1	The bidder should be a company in the form of Private Limited Company/ Public Limited Company/ any another Company/LLP Company registered under Indian Company's Act 1956 and/or any amendment in existence for last five years from the date of publishing of this RFP.	Incorporation/Registration certificate(s) should be furnished as documentary proof.
2	The manufacturing unit of the ATM Machine should be ISO 9001:2015 and ISO 14001:2015 certified.	Copy of relevant certificates must be enclosed.
3	Bidder's Average Annual Financial Turnover during the last 3 financial years (FY 2020-21, FY 2021-22, FY 2022-23), ending 31st March of 2023 should be at least Rs. 250 Crores. Net worth should be positive as on 31st March of 2023.	Copy of Audited Balance Sheet of last three financial years (FY FY20-21, FY 21-22, FY 22-23) CA certificate with ink signed/stamp must be enclosed.
4	The Bidder/OEM must have successfully implemented at least one similar project of ATM Implementation	The bidder/OEM should attach self-attested copies of

	<p>work for any State / Central Government organization or PSU or any Private Bank or any Cooperative Bank or any NBFC in India during last 3 years ending March 2023.</p> <p>In single order Minimum quantity of ATMs implemented should be 400 OR</p> <p>In two orders Minimum quantity of ATMs implemented should be 300 in each order OR</p> <p>In three orders Minimum quantity of ATMs implemented should be 200 in each order</p>	<p>the customer Work Orders of relevant assignment along with Client Certificate indicating that the project is successfully completed and Live.</p>
5	<p>The Bidder/OEM should not have been Blacklisted by any State / Central Government organization or PSU or any Private Bank or any Cooperative Bank or any NBFC in India at the time of bid submission.</p>	<p>An undertaking must be submitted by the bidders.</p>
6	<p>The bidder/OEM should have a valid PAN and GST Registration (copy of PAN card and GST Registration certificate should be submitted in the bid).</p>	<p>Bidder should provide all valid documents.</p>
7	<p>The bidder must have service centers & adequate service engineers in Gujarat</p>	<p>Evidence to be provided</p>

OEM / Bidder Criteria

<p>Product/devices to be manufactured in India as per MII GOI guidelines</p>	<p>BIS License, Trademark Certification, Factory License</p>
<p>On bidders from countries that share a land border with India on grounds of defense of India as per GOI circular F. NO: 6/18/2019-PPD, dated 23rd July 2020 & STQC/2020/ITeGOV/BDCS</p>	<p>Registration with concerned Authority.</p>

4.4 Evaluation and Comparison of Substantially Responsive Bids

1. Technical Bids of only those bidders who meet the “Pre-Qualification” criteria shall be considered for Technical Evaluation.
2. Bidders who have been qualified under “Pre-Qualification” criteria will be invited to provide Technical Presentation of the proposed solution.
3. The date, time and venue for such Technical Presentation shall be intimated through e-mail to such bidders by the Authority in advance.
4. The mode of technical presentation would be in person only.
5. The technical evaluation shall be done by “Bid Evaluation Committee” formed by The Gujarat State Coop. Bank Ltd. for this purpose. In case of any discrepancy or dispute among the members of “Bid Evaluation Committee”, the decision of Chief Executive Officer of The Gujarat State Coop. Bank Ltd. shall be final and binding for all. Chief Executive Officer of The Gujarat State Coop. Bank Ltd. shall nominate remaining members of the “Bid Evaluation Committee”.

The Technical Bids will be evaluated using the following criteria:

Sr. No.	Technical Parameters for Evaluation	Max score	Supporting Documents
1.	The bidder's average turnover criteria for last 3 financial years <ul style="list-style-type: none"> • INR 250 – 500 Crores – 10 Marks • INR >500 – 1,000 Crores – 20 Marks • INR > 1,000 Crores – 30 Marks 	30	a. Copies of audited balance sheets of last 3 financial years b. CA certificate.
2.	The Bidder successfully implemented ATM Terminals in any State / Central Government organization or PSU or any Private Bank or any Cooperative Bank or any NBFC in India till date <ul style="list-style-type: none"> • Quantity 5,000 and above – 5 Marks • Quantity 10,000 and above – 10 Marks • Quantity 20,000 and above – 15 Marks 	15	Copies of Work Orders/Agreements
3.	Minimum 50 Quantity of single order St CB /DCCBs. (Each 2.5 marks)	5	Copies of Work Orders/Agreements
4.	The manufacturing unit of the ATM Machine should be ISO 9001:2015 and ISO 14001:2015 certified (5 marks for each certificate)	10	Copies of the valid certificates
5.	OEM / Bidder should have factory in India operating from past 15 Years More than 5 Years – 5 Marks More than 5 Years – up to 10 Years – 10 Marks More than 10 Years –up to 15 Years- 15 Marks	15	Self-Declaration
6.	Technical Presentation	15	
7.	ATM already integrated with TCS/C-Edge/Sarvatra. Machine should be certified by C-Edge/Sarvatra	5	Self-Declaration
8.	Own Service center & support in Gujarat	5	
	TOTAL MARKS	100	

Opening & Comparison of Commercial Bids

1. Only those bidders, who have scored at least 60% marks in technical bid evaluation process shall be declared as “Technically Qualified Bidders”.
2. The Commercial Bids of only “Technically Qualified Bidders” will be opened. The decision of The Gujarat State Coop. Bank Ltd. in this regard shall be final.
3. Before opening of the commercial bids technical marks shall be declared in the presence of Bidder's representatives.

4. The Commercial Bids will be opened, in the presence of Bidder's representatives (Maximum two for each bidder). Attendance for Commercial Bids opening is not mandatory for the bidders. The bidder's representatives who are present shall sign a register evidencing their attendance.
5. The Bidders are required to quote for all the items as mentioned in the Commercial Bid. Therefore, any Bid which does not quote for all the items will be determined to be non-responsive and will be rejected.
6. The evaluation committee will evaluate each of the technical qualified bids on the basis of QCBS Method. The weightage of the technical and commercial parameters will be in the ratio of 70:30 respectively.

For calculation of the combined Technical and Price Score of all bidders, following formula will be used:

- a. Technical Score (TS): Each Technical bid will be assigned a Technical Score out of a maximum of 100 points. The bidder with highest Technical Score (Tmax) will be awarded 100% score. Technical Scores for other bidders will be evaluated using the following Formula

$$\text{Technical Score (TS)} = (\text{Technical Score of the Bidder} / \text{Tmax}) \times 100$$

- b. Commercial Score (CS): The Commercial Bids of only the technically qualified bidders will be opened for evaluation. The bidder with lowest Commercial Quote (L1) will be awarded 100% score.

Commercial Scores for other bidders will be evaluated using the following Formula:

$$\text{Commercial Score (CS)} = (\text{Commercial Quote of L1} / \text{Commercial Quote of the Bidder}) \times 100$$

- c. Final Total Score (FS): For every Bidder the Final Total Score (FS) will be calculated using the formula

$$\text{Final Total Score (FS)} = 0.7 \times \text{TS} + 0.3 \times \text{CS},$$

7. Bidder scoring highest "Total Score" as per above formula, will be considered as the "Successful Bidder" for award of the contract.
8. In case of a Tie during evaluation process, the bidder having higher technical marks shall be considered as the Successful Bidder. In case of tie for both technical marks and commercials, both the bidders will be called for negotiations by The Gujarat State Coop. Bank Ltd. and the bidder offering higher rebate shall be awarded the LOI.
9. Evaluation committee's decision will be final and binding for all bidders.

5 Selection of Implementation Agency /Service Provider

5.1 Award Criteria

The Gujarat State Coop. Bank Ltd. will award the Contract to the bidder scoring highest "Total Score".

5.2 Right to Accept Any Proposal & Reject Any / All Proposal(s)

The Gujarat State Coop. Bank Ltd. reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of

contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

5.3 Other Terms and Conditions

Without incurring any liability, whatsoever to the affected bidder or bidders, The Gujarat State Coop. Bank Ltd. reserves the right to:

- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b. Change any of the scheduled dates stated in this tender.
- c. Reject proposals that fail to meet the tender requirements.
- d. Remove any of the items at the time of placement of order.
- e. Increase or decrease no. of quantity supplied under this project.
- f. Should The Gujarat State Coop. Bank Ltd. be unsuccessful in negotiating a contract with the selected bidder, The Gujarat State Coop. Bank Ltd. will begin contract negotiations with the next best value bidder in order to serve the best interest.
- g. Make typographical correction or correct computational errors to proposals
- h. Request bidders to clarify their proposal.

5.4 Notification of Award

Prior to the expiry of the validity period, The Gujarat State Coop. Bank Ltd. will notify the successful bidder in writing or by email (in shape of issuing Letter of Intent), that its proposal has been accepted.

In case the tendering process has not been completed within the stipulated period, The Gujarat State Coop. Bank Ltd. may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, The Gujarat State Coop. Bank Ltd. will notify each unsuccessful bidder.

5.5 Signing of Contract

After The Gujarat State Coop. Bank Ltd. notifies the successful bidder that its proposal has been accepted, The Gujarat State Coop. Bank Ltd. shall coordinate with all the DCCBs who will issue individual work orders and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.

5.6 Performance Guarantee

The selected bidder will have to provide a Performance Bank Guarantee (PBG) against work orders issued by DCCBs, within 30 days from the date of release of the work order.

PBG would be 5% of the work order value and should be valid till the end of warranty.

In case the selected bidder fails to submit performance guarantee within the time stipulated, The Gujarat State Coop. Bank Ltd. at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same.

The Gujarat State Coop. Bank Ltd. or DCCBs shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or The Gujarat State Coop. Bank Ltd. or DCCBs incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the terms & conditions of the RFP and the proposal submitted by the successful bidder, shall constitute sufficient grounds for the annulment of the award, in which event The Gujarat State Coop. Bank Ltd. may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, The Gujarat State Coop. Bank Ltd. shall invoke the PBG or the EMD as the case may be.

6 Terms of Reference

6.1 Introduction & Scope of Work

Introduction

The Gujarat State Cooperative Bank is a Scheduled Bank (registered under the Gujarat State Cooperative Societies Act 1961) having requisite Banking License with Head Office located in Ahmedabad. As an Apex bank to 18 District Cooperative Banks across Gujarat, GSC Bank serves the credit & financial needs of nearly 2.8 Million farmers of 9400 PACS. GSC bank provides retail banking services to more than 50,000 people through a network of 29 branches in Ahmedabad & Gandhinagar districts. GSCB is committed to rural and agriculture development through its vast network of cooperative banks & societies spread throughout the State of Gujarat. GSCB stands for three tier structure, prosperity and cooperative principles.

Scope of Work

Supply, Installation & Commissioning (including Grouting) of ATM terminals with Technical Specifications as mentioned in point 6.5 below

Scope includes the following:

- Delivery of ATMs at block / Taluka Level across entire Gujarat.
- Installation & commissioning (including Grouting)
- Providing training to end users.
- Operations & Maintenance support for a period of 5 years from the GO LIVE date including:
 - Software / security / patch / OS upgradations of all terminals as & when required.
 - Repair / Replacement of faulty ATM machines within 24 – 48 hours of complaint.

The vendor must deploy enough number of teams to execute the work simultaneously / parallel necessary number of locations so that overall tender timelines are met.

The vendor will ensure compliance to all guidelines & requirements laid down by regulatory bodies such as Reserve Bank of India, NABARD, UIDAI, National Payments Corporation of India etc. in relation to ATMs.

6.2 Operations and Maintenance

1. The Vendor is responsible for end-to-end O&M support of 5 years from the date of go-live of the ATMs (2 years support under warranty & 3 years under O&M)
2. The Vendor is encouraged to employ local youth and from skilling centers / ITI for inspection and O&M related work
3. Vendor is also responsible for providing offsite and / or onsite development support for software/ system support for continuous bug fixing, patch updating etc.
4. Providing all required spares, tools, tackles & equipment, and consumables required for smooth functioning of all ATMs.

5. Establish work control procedures including preventive and corrective maintenance so that the entire solution works properly as per the defined SLAs.
6. Providing required spares, special tools and test equipment and maintaining adequate inventory of required accessories or equipment itself for repair of system so that the solution may work efficiently as per the SLAs and guarantees given / asked for in the Contract, without any additional costs to Tenderer is part of the Vendor's scope.
7. Maintain records and logbooks for all activities, repairs, replacement, issues, alarms, periodic maintenance, preventive maintenance, calibration etc.
8. Updating and periodic submissions of the operation and maintenance manual as defined in specifications for O&M works.

6.3 Warranty Support

1. Vendor shall provide comprehensive and on-site warranty for 2 years from the date of Go-Live for the infrastructure deployed on the project. Vendors need to have OEM support for these components and documentation in this regard need to be stated on an annual basis.
2. Vendor shall provide the comprehensive & onsite manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the project. Vendor must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this project against any manufacturing defects during the warranty period.
3. Vendor shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the project.
4. Vendor is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the project. During the warranty period Vendor shall replace or augment or procure higher-level new equipment or additional licenses/hardware at no additional cost to the state in case the procured hardware or software is not enough or is undersized to meet the service levels and the project requirements.
5. During the warranty period, Vendor shall maintain the systems and repair/replace at the installed site, at no charge to state all defective components that are brought to the Vendor's notice.
6. The Vendor shall carry out Preventive Maintenance (PM) of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM. The PM should be carried out at least once in three months as per checklist and for components agreed with state
7. The Vendor shall carry out Corrective Maintenance for maintenance/troubleshooting of supplied hardware/software and support infrastructure problem including network (active/passive) equipment, security, and rectification of the same. The Vendor shall also maintain complete documentation of problems, isolation, and cause and rectification procedures for building knowledge base for the known problems in centralized repository, accessible to state team as well.
8. Vendor shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
9. The Vendor shall ensure that the warranty complies with the agreed technical standards, security requirements, operating procedures, and recovery procedures.
10. Vendor shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
11. Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).

12. The Vendor shall introduce a Comprehensive Assets Management process & appropriate tool to manage the entire lifecycle of every component of project.

6.4 MIS Reports

1. The Vendor shall be required to generate and submit the reports as specified under on a regular basis in a format decided by The Gujarat State Coop. Bank Ltd. The following is only an indicative list of MIS Reports which would be shared by Vendor:

- Daily / Weekly / Monthly Reports
- Number of ATMs delivered
- Number of ATMs made LIVE
- Summary of issues / complaints logged at the Technical Support desk
- Summary of resolved unresolved and escalated issues / complaints
- Any upgradations carried out

Bill of Quantities Indicative

Sr. No.	Items	Quantity	Unit
1	ATM - Supply, Installation & Commissioning of ATM terminal with Technical Specifications as mentioned in the below table with 2 years warranty	500	Numbers
2	3 years AMC	500	Per ATM Per Year

Note: The Quantity mentioned above is indicative only and may increase or decrease.

6.5 Technical Specifications of ATMs

	Requirements	Complied (Yes/No)	Specifications
	The ATMs proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance / upgradation and bear the cost for the same during the warranty period. During AMC it will be done on mutually agreed terms.		
<u>1</u>	<u>Type of ATM</u>		
	Model No, Year and Manufacture Name of the equipment		
	Lobby Model with front replenishment (loading) with support UIDAI enabled Biometric finger print scanners (L1)		
<u>2</u>	<u>Processor and other features:</u>		
	10th Generation Intel® Core™ i5 Processor or higher with minimum 3.0 GHz or above and 3 MB cache or above.		
	Minimum 8 GB DDR4 RAM upgradable to 16GB		

	Licensed Microsoft Windows 10 OS or higher (presently) with future OS upgradation into Licensed Microsoft Windows 11 as and when required.		
	Minimum 1 TB X 2 SATA HDD or higher		
	Minimum 2 nos. of Front USB Ports for front access ATMs and minimum 3 nos. at the backside		
	MPEG full motion video with voice guidance support to play both MPEG and wave / sound file		
	OS hardening (with Firewall). ATM should be adequately hardened and only white listed necessary services run in the system. No malware including viruses, worms and Trojans should be able enter the ATM and Affect the system and should protect against unauthorized booting from alternative media & an access to CR hard disk.		
<u>3</u>	<u>SMPS</u>		
	In-built SMPS to work on 230V 50 Hz power supply		
	Support input voltage of 230V AC/50 Hz with +/- 5% variation		
<u>4</u>	<u>Operating System & hardening</u>		
	Operating system hardening should ensure that all the unnecessary ports will be closed and only essential services are permitted to run on the machine, which will reduce the Vulnerability of the ATM operating system.		
	The successful bidder shall provide the test cases and reports used to harden the Operating System and the ATM.		
	OS should be upgradable, and in case of upgradation, ATM service should not be disrupted due to any reason.		
	Should support BIOS Password		
	Application Whitelisting		
	Full HDD encryption		
<u>5</u>	<u>Currency Chest</u>		
	UL (Underwriters Laboratory Inc USA) 291 Certified Secure Chest Level-1 or higher or CEN L or higher certified.		
	S&G/Mass Hamilton or Equivalent / higher dual electronic combination lock of 6+6 digits or higher, having one time combination (OTC) option and audit trail without any hardware change.		
<u>6</u>	<u>ATM/Cash dispenser</u>		
	Friction/Vacuum pick/ Robotic arm-based technology		
	Multi-media dispenser capable of dispensing currency with bunch presenter		
	Capable of dispensing 40 Indian legal tender notes or more per transaction		
	Minimum dispensing/stacking speed of 4 or more notes per sec		
	Capability to dispense ATM fit used legal tender notes		
	The cash retraction should be completely disabled on the ATMs.		
	Minimum 4 programmable and swappable and lockable secured Currency cassettes, with lock and key/latch and 1 Reject Cassette		

	The ATMs should be capable to hold 4 such cassettes and 1 cassette to hold diverted/rejected currencies		
	Cassette to hold minimum 2500 notes		
	All Cassettes to be capable of holding and dispensing Rs.50, Rs.100, Rs. 200, Rs. 500 denomination legal tender notes, and any new currency introduced by RBI in future should be provided along with ATM.		
	One divert/purge cassette for rejected notes with lock and key/latch.		
	Multi-media dispenser (ticket/ coupon/ stamp/ receipt) with bunch presenter		
	Indication of proper insertion of cassettes		
	Capable of Multi currency dispensing		
7	Hybrid Dip Card Reader		
	ATM should be ready with Hybrid Dip Reader for EMV Chip Smart Card and magnetic strip cards and Contactless cards. ATM should be ready for reading EMV chip data from EMV card with required integrated software. (The cost of EMV kernel license to be included in the cost of ATM)		
	Details of the anti-skimming technology/device to be enclosed.		
	Dip SMART card reader capable of reading track 1 and 2		
	The bank is looking for a comprehensive skimming protection solution which achieves the following:- i) Senses unauthorized attachment of any device on/in surround of the card reader module. ii) Sends the signal to switch and further to the Remote ATM Management Centre of the vendor. iii) Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions. iv) Block the card reader entry to the card reader slot when such suspicious activity happens. v) It should also have the provision to sense any suspicious cloning activity attempted through insertion of wire or similar mechanism in the ATM. vi) The ATM must have PIN Shield/ PIN Guard to prevent shoulder surfing attack. The Pin shield/Pin Guard should be capable to obstruct the view of Pin pad from three sides as well as from top. It should also prevent Pin capture through Infrared enable camera.		
	<u>Conformance to VISA / MasterCard / RuPay</u>		
	EMV version 4.0 or later, as certified for SMART card		
	Software/firmware/license for using SMART card on ATM		
8	Customer Interface on ATM		
	SVGA compliant color LCD touch screen monitor of 15” or higher with 1024X768 resolution or higher with 8 FDKs		
	Monitor should be capable of displaying graphic features such		

	as animation, blinking, fade-in fade-out, sprinkle, horizontal & vertical scrolling and time & date		
	Vandal proof screen to be provided		
	ATMs should have privacy screen filter which enables the view of the ATM screen only to the customer standing in front of the ATM.		
	Rugged spill proof Triple DES complaint 16 key Alphanumeric keypad with secured Encrypting PIN pad with polycarbonate /stainless Steel EPP pin pad keys PCI compliance.		
	EPP keypads to be PCI version 4 (or later) compliant and ADA compliant with sealed metal keypad.		
	Braille Keys		
	Touch Screen – 15” or higher		
	Tri-lingual screen support should be possible (English, Gujarati & Hindi)		
	Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by the vendor as per the annexure- L		
	There should be support for text to speech for full-fledged voice guidance in case Bank wishes to implement voice guidance solution.		
	Speakers for customer guidance to be provided		
	Earphone jack to be provided		
	This should be in line with IBA/Govt. of India guidelines for enabling visually impaired persons to transact at ATM.		
	Adherence to Persons with Disability standards compliance – give details; Access For All (AFA) compliant and suitable for wheel chair based operation for physically challenged.		
9	DES chip		
	Capable of supporting Remote key Management DES/RSA		
	AES (Advanced Encryption Standard) should be compliant as on delivery date		
	Triple DES chip with encryption / verification / validation software.		
10	Operator Interface		
	Maintenance Panel, monitor to facilitate all operations related to housekeeping and maintenance of the ATM Should be mechanically and electrically capable of functioning 24x7x365 Basis		
11	Receipt Printer		
	40 column Dot Matrix /Thermal printer to print various information pertaining to the transaction executed by the customer in English as well as other regional languages		
	Capacity to hold 400m or 200x200m roll for printing minimum 5000 transactions.		
	Auto paper cut facility to throw the receipt to the customer		
12	Connectivity		

	Should have Network Interface Card and be able to connect to any type of Ethernet network switch.		
	Should be capable of being connected to branch network		
	Should be capable of being connected to Bank's switch or any other new switch and switch of other networks – using existing device handlers at no additional cost to the bank		
	Machine should be compatible for connectivity through VSAT, Leased line, CDMA, Wi-Max etc.		
	ATM must support TCP/IP, IPV4 & IPV6		
14	Software Agent		
	The ATM should be capable of supporting a third-party software agent such as SDMS/Radia/Infobase/Tranxit etc.(specify if any other)		
	The vendor should also agree to install any third-party software selected by the bank for EJ pulling at no extra cost to the bank.		
	Should be capable of interface with the Bank's Switch		
	Electronic journal to be also written on hard disk and replicated on the second hard disk which records images. The solution should include a EJ viewer.		
	Should have Software for reading the EMV chip cards with EMV version 4.0 level 2 or higher.		
18	Protocols		
	ATM must support TCP/IP/DNS protocol		
	ATM should also support either Diebold D 912 or NDC-Plus drivers		
19	Scalability/Upgradability		
	The ATM should be scalable / upgradable in terms of		
	RAM (memory)		
	HDD		
	Card Reader to read Smart Cards / Hybrid cards		
20	Video Surveillance		
	USB face camera		
	Cash Slot Camera		
21	Safety & Security		
	Safety	UL291 Level-1(Front Access)	
	Locking device	Dual Combination OTC Lock	
	Security	TSS Solution as per RBI including White listing Software at machine level & Hard disk Encryption at machine level, USB Block, etc. (Required Server will be provided by the bank.)	
	Security	TLS 1.2 or Higher	

6.6 Milestones

The payment schedule is divided into two phases:

- Implementation & Integration Phase

- Operations and Maintenance Phase

6.7 Work Order

The District Cooperative Banks shall issue a “Work Order” in writing, indicating the number of units of ATM to be supplied along with the location. The Banks shall continue to issue such requests until the full quantities as specified in the RFP and within the variation limits of RFP is exhausted. Upon getting the Work Order, the Vendor shall install ATMs promptly and as soon as possible within 6 months from the date of PO. The lead time specified in the request order, supply, install and implement specified numbers of hardware and software at stated project site and commissioned the same Delay or non-performance shall form the basis for application of Liquidated Damages.

6.8 Schedule of Payments:

Implementation and Integration Phase		
Activity/ Milestone	Timeline (from previous milestone)	Payment terms in reference to accepted rates
Project Kick Off	Initiation	Not Applicable
Mobilization Advance	Initiation	Not Applicable
Delivery of ATMs at locations	As decided mutually	80% within 30 days of submission of invoice by the vendor
Installation, Testing & Commissioning of all ATMs	As decided mutually	20% within 30 days of GO LIVE
O&M Charges (Applicable after Warranty Period)	Payment on quarterly basis.	100% within 15 days of submission of invoice by the vendor. Payment on quarterly basis.

Operations and Maintenance phase shall start after the Warranty Period. The Vendor shall be required to adhere to the SLA and provide post implementations support of warranty and O&M for a total period of 3 years after project Go-Live.

The invoice has to be approved/ rejected by the Tenderer within 15 days of receiving the invoice from the Vendor and the payment has to be made within 30 days of approving the invoice. In case of any delay in payment, the Vendor will be compensated at the rate of prevailing 1 year FD rate of State Bank of India on pro-rata basis for number of days of delay in payment beyond 45 days from raising the invoice. If the invoice is rejected and a revised invoice is submitted, timeline will be reset i.e., 45 days will be considered from receiving the final invoice. However, if there was a delay of more than 15 days in rejecting the invoice same compensation on pro-rata basis will be applicable.

6.9 PENALTY:

- a) **Due to Late Delivery:** The ATM is to be delivered within stipulated time as specified in the Purchase Order, otherwise:-
- Penalty at the rate of 1% of invoice amount per week of order amount of undelivered items, with a maximum of 5%, will be charged for late delivery.
 - The Bank reserves the right to cancel the order in case complete delivery/services are not made within the stipulated time.
 - If the Successful Bidder is not able to provide 90% of machines ordered within the stipulated period as specified in the Purchase Order, then Bank at its discretion may transfer the orders to other Bidder (either L2 or L3) or may cancel the remaining order applicable to the Successful Bidder under contract period and invoke the Performance Bank Guarantee.

iv. The penalty will be recovered on demand by the Bank or from any payment due to the Successful Bidder under this contract with the Bank or AMC payment due whenever AMC commences.

b) **Due to delay in installation:** Successful Bidder shall be responsible for installation at the specified Bank's site as given in Purchase Order within the period specified therein from the date of delivery. Penalty will be charged @1% of invoice amount per week of delay in installation, subject to maximum 5%, which may be in addition to the late delivery penalty. The penalty will be recovered on demand by the Bank or from any payment due to the Successful Bidder under this contract with the Bank.

c) **Penalty for downtime:** It will be calculated on Monthly basis. The Bank will charge penalty in case of not meeting the uptime requirements as under:

i. During the warranty period, for every fall of 0.50% uptime, charges will be deducted @0.50% of the contract value subject to maximum 5%. Such deduction shall be applicable on AMC amount of machine, whenever starts. If the Bidder is not able to maintain the required uptime for three consecutive months for all the machines supplied under this RFP, the Bank may, at its discretion, transfer the orders to other Bidders (either L2 or L3) or may cancel the remaining orders applicable to the Bidder under contract period and invoke the Performance Bank Guarantee.

ii. In case of AMC, charges will be deducted @ 1% of the AMC amount subject to a maximum of 5% of AMC amount of the ATM for the quarter.

d) **Penalty for non-generation/faulty generation of JP/EJ:** If any penalty, fine, etc., is charged on the Bank due to non-generation/faulty generation of JP Roll/EJ, the amount is to be recovered from the Successful Bidder on demand or from any payment due to the Successful Bidder. If the EJ agent is found to be disabled / disconnected, the Successful Bidder shall restore it at no extra cost to Bank. If the Successful Bidder is not able to rectify/resolve the disabled or disconnected sites for EJ pulling, a weekly penalty of Rs.1000/- per incident per machine will be charged if the fault is pending beyond three days with Successful Bidder. Any loss/penalties suffered by the Bank due to disconnection of EJ will be recovered from the Successful Bidder.

e) **Spare Parts Replacement:** For spare parts / accessories impacting the operation of ATM Cash Dispenser, the response and resolution time will be twenty four (24) hours and for all other items which do not impact the operations of the ATM, two working days. Penalties will be levied @ Rs. 1,000/- per incident per day, subject to maximum 10% of the AMC amount, of the particular machine during AMC period. The penalties will be recovered on demand by the Bank or from any payment due to the Successful Bidder under this contract with the Bank or AMC payment due whenever AMC commences.

f) **Total Penalty:** Total Penalty will be capped at 10% of the PO value.

7 Formats for Submission of Proposal

7.1 Technical Bid Cover Letter

(On Company letter head)

To

[Designation]

[Address]

Subject: Selection of vendor for Supply, Installation & Maintenance of ATMs at Taluka / Village Level in various locations across Gujarat through District Cooperative Banks

Sir,

We, the undersigned, offer to provide solution to The Gujarat State Coop. Bank Ltd., for Selection of Implementation Agency (IA) for Supply, Installation, Commissioning & Maintenance of ATMs for The Gujarat State Coop. Bank Ltd. in response to the RFP No.:_____

We are hereby submitting our Proposal through e-Tender mode, which includes the Pre-Qualification Bid, Technical bid and the Commercial Bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in the RFP Document.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 365 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

7.2 Details of Bidder

Description	Details to be filled by Bidder
Name of the Organization	
Nature of the Organization Government / Public / Private / Partnership /LLP/ Other	
Year of Establishment (Enclose any of the following for proof of establishment) <ul style="list-style-type: none"> • Certificate of Incorporation • Audited balance sheets • Registered Partnership deed if any 	
Regd. Office Postal Address with Phone Number	
Business Office Postal Address with Phone Number	
GST Registration Number	<<Provide the GSTIN as well as attach copy of GST Registration Certificate.>>
PAN (Permanent Account Number)	<<Provide PAN as well as attach scanned copy of PAN document.>>
Name & Designation of Authorized Signatory for this RFP	

7.3 Format for Project Assignments

Relevant Project Experience – Name of the Bidder	
Name of the Project	
Client for which the project was executed along with address	
Name of Contact Person of Client along with contact details	Name: Designation: Contact Phone No.: E-mail ID:
Brief description of the project	
Scope of services	
Start Date of The Project	
Total cost of the project in INR	
Total duration of the project (In months) <ul style="list-style-type: none"> - Implementation Period - Warranty Period (if any) - O&M Period 	
Current Status of the Project (Whether Go-Live, O&M, Completed or any other status)	
Supporting Documents <ul style="list-style-type: none"> - Work Order / LOI / LOA - Certificate from Client 	

7.4 Self-Declaration- Not Blacklisted

(On Company letter head)

To

[Designation]

[Address]

Subject: Selection of vendor for Supply, Installation & Maintenance of ATMs at Taluka / Village Level in various locations across Gujarat through District Cooperative Banks

Sir,

In response to the RFP No.: ____ for RFP titled “Selection of vendor for Supply, Installation & Maintenance of ATMs at Taluka / Village Level in various locations across Gujarat through District Cooperative Banks” for The Gujarat State Coop. Bank Ltd., as an Authorized Person of (organization name) I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time by any State / Central Government organization or PSU or any Private Bank or any Cooperative Bank or any NBFC.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature

(Authorized Signatory)

Seal:

Date:

Place:

Name of the Bidder:

7.5 Bidder Authorization Certificate

(On Company letter head)

To,

The Gujarat State Coop. Bank Ltd.

Subject: Selection of vendor for Supply, Installation & Maintenance of ATMs at Taluka / Village Level in various locations across Gujarat through District Cooperative Banks

Sir,

With reference to the RFP No.: _____. <Name> Ms./Mr. <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is _____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature

Verified Signature by (Authorized Signatory)

Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

7.6 Acceptance of Terms and Conditions

(On Company letter head)

To

The Gujarat State Coop. Bank Ltd.

Subject: Selection of vendor for Supply, Installation & Maintenance of ATMs at Taluka / Village Level in various locations across Gujarat through District Cooperative Banks

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document No.____regarding “Selection of vendor for Supply, Installation & Maintenance of ATMs at Taluka / Village Level in various locations across Gujarat through District Cooperative Banks” for The Gujarat State Coop. Bank Ltd.

This is to certify that our offer is exactly in line with your RFP (including amendments) no. _____dated _____. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

I declare that all the provisions/clauses including scope of work of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

We agree and understand that our proposal is subject to the RFP documents. In no case, shall we have any claim or right of whatsoever nature if project is not awarded to us or our proposal is not opened or rejected.

Thanking you,

Signature

(Authorized Signatory)

Seal:

Date:

Place:

Name of the Bidder:

7.7 Team Composition (These details can be provided after award of contract)

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

8 Definitions and General Terms and Conditions

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1.1. “Applicable Law” means the laws and any other instruments having the force of law in India.
- 1.2. “Bidder” means the entity bidding for the services under the Contract.
- 1.3. “Implementation Agency” means the agency whose proposal to perform the Contract has been accepted by The Gujarat State Coop. Bank Ltd.
- 1.4. “Contract” means the Agreement entered into between The Gujarat State Coop. Bank Ltd. and the Implementation Agency, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
- 1.5. “Deliverables” means the services agreed to be delivered by Implementation Agency in pursuance of the agreement as defined more elaborately in the RFP;
- 1.6. “DCCBs” means District Central Co Operative Banks of Gujarat.
- 1.7. “Effective Date” means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
- 1.8. “GC” mean these General Conditions of Contract.
- 1.9. “In writing” means communicated in written form with proof of receipt.
- 1.10. “Intellectual Property Rights” means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
- 1.11. “Member” means bidder/successful vendor.
- 1.12. “Party” means The Gujarat State Coop. Bank Ltd. or the Implementation Agency, as the case may be, and “Parties” means both of them.
- 1.13. “Personnel” means persons hired or appointed by the Implementation Agency and assigned to the performance of the Services or any part thereof
- 1.14. “RFP” means Request for Proposal .
- 1.15. “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 1.16. “Services” means the work to be performed by the Implementation Agency.
- 1.17. The "Selected Agency" means Agency which is selected through the tender process i.e. Implementation Agency.

- 1.18. The "Implementation Agency (IA)" means Implementation Agency for Supply, Installation, Commissioning & Maintenance of ATMs
2. Interpretation

In this Agreement, unless otherwise specified:

 - 2.1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
 - 2.2. Use of any gender includes the other genders;
 - 2.3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
 - 2.4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
 - 2.5. References to a 'business day' shall be construed as a reference to The Gujarat State Coop. Bank Ltd. Working Day
 - 2.6. References to times are to Indian Standard Time;
 - 2.7. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
 - 2.8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement
3. Ambiguities within Agreement
 - 3.1. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
 - 3.2. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
 - 3.3. as between the provisions of this Agreement and the Schedules / Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
 - 3.4. as between any value written in numerals and that in words, the value in words shall prevail.
4. Law Governing Contract
 - 4.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
5. Language
 - 5.1. This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
6. Notices
 - 6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
 - 6.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
 - 6.3. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by The Gujarat State Coop. Bank Ltd. or the Implementation Agency may be taken or executed by the officials specified in the SC
7. Fraud and Corruption

7.1. Definition

7.1.1. It is The Gujarat State Coop. Bank Ltd.'s policy to require that The Gujarat State Coop. Bank Ltd. as well as Implementation Agency observe the highest standard of ethics during the selection and execution of the Contract. The Gujarat State Coop. Bank Ltd. also requires that the Implementation Agency does not demand any service charges from the Resident unless the same is agreed with The Gujarat State Coop. Bank Ltd. in advance. In pursuance of this policy, The Gujarat State Coop. Bank Ltd.: Defines, for the purpose of this provision, the terms set forth below as follows:

7.1.2. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

7.1.3. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with The Gujarat State Coop. Bank Ltd.; and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive The Gujarat State Coop. Bank Ltd. of the benefits of free and open competition.

7.1.4. "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of The Gujarat State Coop. Bank Ltd., designed to establish prices at artificial, non- competitive levels;

7.1.5. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

7.1.6. "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

7.2. Measures to be taken by The Gujarat State Coop. Bank Ltd.

7.2.1. The Gujarat State Coop. Bank Ltd. may terminate the contract if it is proven that at any time the representatives or employees of the Implementation Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Implementation Agency having taken timely and appropriate action satisfactory to The Gujarat State Coop. Bank Ltd. to remedy the situation;

7.2.2. The Gujarat State Coop. Bank Ltd. may also sanction against the Implementation Agency, including declaring the Implementation Agency ineligible stated period of time (as decided by The Gujarat State Coop. Bank Ltd.), to be awarded a contract if it at any time it is proven that that the Implementation Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a The Gujarat State Coop. Bank Ltd.-financed contract.

8. Commencement, Completion, Modification & Termination of Contract

8.1. Term of Contract

8.1.1. The term under this Contract will be for a period of 3 years which shall start from effective date of each work order

8.2. Extension of Contract

8.2.1. If required by The Gujarat State Coop. Bank Ltd., an extension of the term can be granted to the Implementation Agency. The final decision will be taken by The Gujarat State Coop. Bank Ltd.

8.2.2. The Gujarat State Coop. Bank Ltd. shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Implementation Agency,

at least one month before the expiration of the term hereof, whether it will grant the Implementation Agency an extension of the term. The decision to grant or refuse the extension shall be at The Gujarat State Coop. Bank Ltd.'s discretion.

8.2.3. Where The Gujarat State Coop. Bank Ltd. is of the view that no further extension of the term be granted to the Implementation Agency, The Gujarat State Coop. Bank Ltd. shall notify the Implementation Agency of its decision at least one month prior to the expiry of the Term.

8.2.4. Upon receipt of such notice, the Implementation Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with The Gujarat State Coop. Bank Ltd.

8.3. Termination of Contract

8.3.1. Normal termination of the contract would happen at the end of the tenure.

8.3.2. Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days' written notice to rectify the same is given by The Gujarat State Coop. Bank Ltd. and failure by Bidder to rectify in the notice period.

8.4. Effects of Termination

8.4.1. In the event of a pre-mature termination of this agreement by The Gujarat State Coop. Bank Ltd., the compensation payable to bidder will be decided in accordance with the Terms of Payment schedule for the milestones completed services and accepted deliverables till the last effective date of termination.

8.4.2. Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder shall agree to extend full cooperation in supporting the transition process.

8.5. Binding Clause

8.5.1. All decisions taken by The Gujarat State Coop. Bank Ltd. regarding the processing of the Contract shall be final and binding on all parties concerned.

8.6. Modifications or Variations

8.6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

8.7. Force Majeure

8.7.1. Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, etc. The Implementation Agency shall keep records of the circumstances referred to above and bring these to the notice of Government in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of The Gujarat State Coop. Bank Ltd. arrived at after consultation with the Implementation Agency, shall be final and binding. Such a determined period of time will be extended by The Gujarat State Coop. Bank Ltd. to enable the Implementation Agency to complete the job within such extended period of time. If an Implementation Agency is prevented or delayed from performing any of its obligations under the Contract with The Gujarat State Coop. Bank Ltd. by Force Majeure, then the Implementation Agency shall notify The Gujarat

State Coop. Bank Ltd. the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within five (5) working days from the occurrence of the events.

8.7.2. In the event the Force Majeure substantially prevents, hinders or delays Implementation Agency's performance of Services for a period in excess of five (5) working days from the occurrence of any such event, the Implementation Agency may declare that an emergency exists. Post the emergency is declared to be over, The Gujarat State Coop. Bank Ltd. will communicate to the Implementation Agency to resume normal services within a period of seven (7) days. In the event that the Implementation Agency is not able to resume services within the next seven days, The Gujarat State Coop. Bank Ltd. may terminate the Contract and/or obtain substitute performance from an alternate Implementation Agency.

8.7.3. Implementation Agency will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure.

8.8. General Confidentiality

8.8.1. Except with the prior written consent of The Gujarat State Coop. Bank Ltd. or its client department/organization etc., the Implementation Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Implementation Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services

8.9. Governing Law and Jurisdiction

8.9.1. This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the High Court at Ahmedabad having jurisdiction. Suits, if any arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Gujarat extends.

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