

## **Request for Proposal (RFP) for**

Selection of vendor to provide Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in use by The Gujarat State Cooperative Bank Ltd for a period of 3 years

Notification No.: GSCB / IT / 66 /06

Dated: 06<sup>th</sup> April 2024

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## 1 Request for Proposal

The Gujarat State Coop. Bank Ltd. Invites e-tenders for Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in use by The Gujarat State Cooperative Bank Ltd for a period of 3 years. 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](http://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](http://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](mailto:it@gscbank.coop)

Place: Ahmedabad

Date: 06<sup>th</sup> 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 <sup>th</sup> 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. 2,000/- (INR Two 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. 20,000/- (INR Twenty Thousand 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 120 days from the date of opening of Commercial Bid.	
15	Bid Evaluation Method – Two Stage (Pre-Qualification & Commercial Bid)	
16	Total period of contract is 3 years.	

### 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. 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.

#### 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) 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](http://www.gscbank.co.in). Bidders are required to deposit the document Fee of ₹2,000/- (Rupees Two 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 ₹20,000/- (Rupees Twenty Thousand 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 120 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 or for termination of contract 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 two-stage procedure will be adopted for evaluation of proposals as follows:

- Pre- Qualification or Eligibility Criteria
- Final evaluation based on Commercial Bid

#### 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 bidder must have valid ISO 9001: 2015 certificate & ISO 27001: 2013 certificate	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. 10 Crores for IT / ITES related works only. 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 should be in the business of providing IT software / solutions / services for a period of minimum 5 years	Documentary evidence to be submitted
5	The Bidder should have undertaken similar works of minimum value Rs. 1 Crore within last 3 years	Copies of Purchase Orders to be provided
6	The bidder must be either OEM or an authorized partner of IBM for minimum 5 years	Documentary evidence from OEM to be submitted.
7	The Bidder 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.	An undertaking must be submitted by the bidder.
8	The Bidder should have a valid PAN and GST Registration (copy of PAN card and GST Registration certificate should be submitted in the bid).	Bidder should provide all valid documents.



9	The bidder must have an office / presence in Gujarat.	Evidence to be provided
10	The bidder must have a minimum of three experienced employees on similar or relevant technology on its payroll.	Evidence to be provided

#### 4.4 Evaluation and Comparison of Substantially Responsive Bids

1. Bids of only those bidders who meet the “Pre-Qualification” criteria shall be considered for Evaluation.
2. Bid 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”.

#### Opening & Comparison of Commercial Bids

1. Only those bidders, who meet the Pre-Qualification Criteria shall be declared as “Qualified Bidders”.
2. The Commercial Bids of only “Qualified Bidders” will be opened. The decision of The Gujarat State Coop. Bank Ltd. in this regard shall be final.
3. 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.
4. 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.
5. Bidder quoting the lowest price will be considered as the “Successful Bidder” for award of the contract.
6. In case of a Tie during evaluation process, 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.
7. 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 quoting the lowest price

#### 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.

## 5.2 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.

## 5.3 Notification of Award

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.

The notification of award will constitute the formation of the contract.

## 5.4 Signing of Non- Disclosure and Security Compliance agreement

The successful bidder will be required to submit a duly signed Non- Disclosure and Security Compliance agreement before the award of contract. The validity of this agreement would be 5 years

## 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. will issue 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 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

Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in use by The Gujarat State Cooperative Bank Ltd for a period of 3 years as mentioned below:

Sl. No	Particulars	Part No	Start Date	End Date	Quantity
1	<b>IBM MQ High Availability Replica Processor Value Unit (PVU) Annual SW Subscription &amp; Support Renewal</b>	EOALULL	01-Jul-24	30-Jun-27	420
2	<b>IBM MQ Processor Value Unit (PVU) Annual SW Subscription &amp; Support Renewal</b>	E0256LL	01-Jul-24	30-Jun-27	420
3	<b>IBM MQ Processor Value Unit (PVU) Annual SW Subscription &amp; Support Renewal</b>	E0256LL	01-Sep-24	01-Aug-27	200
4	<b>IBM MQ Processor Value Unit (PVU) Annual SW Subscription &amp; Support Renewal (E0256LL)</b>	E0256LL	01-Jan-25	31-Dec-28	80

Scope of work includes providing support services and timely implementation of all new patches, upgradations if any, database support during the contract period.

During PO bidder may provide uniform end date for all above mentioned products.

### 6.2 General Terms & Conditions:

The bidder shall quote for Year 1, Year 2 & Year 3 renewals.

GSC Bank encourages bidders to offer a “BUNDLED PACKAGE” for entire duration of 3 years including discounts / special offers.

Payment shall be released after submission of proof of renewal issued by the OEM.

## 7 Formats for Submission of Proposal

### 7.1 Technical Bid Cover Letter

(On Company letter head)

To

[Designation]

[Address]

Subject: Selection of Vendor for Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in use by The Gujarat State Cooperative Bank Ltd for a period of 3 years

Sir,

We, the undersigned, offer to provide solution to The Gujarat State Coop. Bank Ltd., Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in response to the RFP No.: \_\_\_\_\_

We are hereby submitting our Proposal through e-Tender mode, which includes the Pre-Qualification Bid and other necessary documents/details.

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 120 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

<b>Description</b>	<b>Details to be filled by Bidder</b>
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"> <li>• Certificate of Incorporation</li> <li>• Audited balance sheets</li> <li>• Registered Partnership deed if any</li> </ul>	
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

<b>Relevant Experience – Name of the Bidder</b>	
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"> <li>- Implementation Period</li> <li>- Warranty Period (if any)</li> <li>- O&amp;M Period</li> </ul>	
Current Status of the Project (Whether Go-Live, O&M, Completed or any other status)	
Supporting Documents <ul style="list-style-type: none"> <li>- Work Order / LOI / LOA</li> <li>- Certificate from Client</li> </ul>	

#### 7.4 Self-Declaration- Not Blacklisted

(On Company letter head)

To

[Designation]

[Address]

Subject: Selection of vendor to provide Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in use by The Gujarat State Cooperative Bank Ltd for a period of 3 years

Sir,

In response to the RFP No.: \_\_\_\_ for RFP titled “Selection of vendor to provide Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in use by The Gujarat State Cooperative Bank Ltd for a period of 3 years” 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, or had work withdrawn, 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 Acceptance of Terms and Conditions

(On Company letter head)

To

The Gujarat State Coop. Bank Ltd.

Subject: Selection of vendor to provide Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in use by The Gujarat State Cooperative Bank Ltd for a period of 3 years

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 to provide Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in use by The Gujarat State Cooperative Bank Ltd for a period of 3 years” 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:



## 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. "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
- 1.7. "GC" mean these General Conditions of Contract.
- 1.8. "In writing" means communicated in written form with proof of receipt.
- 1.9. "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.
- 1.10. "Member" means bidder/successful vendor.
- 1.11. "Party" means The Gujarat State Coop. Bank Ltd. or the Implementation Agency, as the case may be, and "Parties" means both of them.
- 1.12. "Personnel" means persons hired or appointed by the Implementation Agency and assigned to the performance of the Services or any part thereof
- 1.13. "RFP" means Request for Proposal
- 1.14. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 1.15. "Services" means the work to be performed by the Implementation Agency.
- 1.16. The "Selected Agency" means Agency which is selected through the tender process i.e. Implementation Agency.

The "Implementation Agency (IA)" means vendor to provide Renewal of SW subscription & support of IBM MQ processor value unit (PVU) in use by The Gujarat State Cooperative Bank Ltd for a period of 3 years

In this Agreement, unless otherwise specified:

- 1.17. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- 1.18. Use of any gender includes the other genders;
- 1.19. 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;

- 1.20. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- 1.21. References to a 'business day' shall be construed as a reference to The Gujarat State Coop. Bank Ltd. Working Day
- 1.22. References to times are to Indian Standard Time;
- 1.23. 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
- 1.24. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement
2. Ambiguities within Agreement
  - 2.1. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
  - 2.2. 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;
  - 2.3. 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
  - 2.4. as between any value written in numerals and that in words, the value in words shall prevail.
3. Law Governing Contract
  - 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
4. Language
  - 4.1. 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.
5. Notices
  - 5.1. 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.
  - 5.2. 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.
  - 5.3. 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
6. Fraud and Corruption
  - 6.1. Definition
    - 6.1.1. 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:

- 6.1.2. “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;
- 6.1.3. “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.
- 6.1.4. “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;
- 6.1.5. “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;
- 6.1.6. “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;
- 6.2. Measures to be taken by The Gujarat State Coop. Bank Ltd.
  - 6.2.1. 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;
  - 6.2.2. 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.
7. Commencement, Completion, Modification & Termination of Contract
  - 7.1. Term of Contract
    - 7.1.1. The term under this Contract will be for a period of 1 year which shall start from effective date of work order
  - 7.2. Extension of Contract
    - 7.2.1. 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.
    - 7.2.2. 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.
    - 7.2.3. 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.

- 7.2.4. 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.
- 7.3. Termination of Contract
- 7.3.1. Normal termination of the contract would happen at the end of the tenure.
- 7.3.2. 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.
- 7.4. Effects of Termination
- 7.4.1. 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.
- 7.4.2. 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.
- 7.5. Binding Clause
- 7.5.1. 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.
- 7.6. Modifications or Variations
- 7.6.1. 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.
- 7.7. Force Majeure
- 7.7.1. 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.
- 7.7.2. 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.

7.7.3. 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.

#### 7.8. General Confidentiality

7.8.1. 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

#### 7.9. Governing Law and Jurisdiction

7.9.1. 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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