

**REQUEST FOR PROPOSAL**  
**FOR**  
**Purchase of IBM MQ PVU Licenses**

**Reference Number: MSCB/ITD/SW/ 195 /2018-19**

**Cost of the Tender Document:**

**Rs.1,000/- (Rupees One Thousand Only) per copy.**

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

Sir Vithaldas Thackersey Memorial Building,  
9, Maharashtra Chamber of Commerce Lane, Fort Mumbai 400001.

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### 1. Tender Highlights:

Document Reference	MSCB/ITD/ SW/ 195 /2018-19
Price of Tender Document	Rs. 1,000 /- plus GST @18% by Cash ,DD or NEFT Only
EMD	Rs. 10,000.00
Date of Commencement of Sale of Document	19-10-2018
Queries from vendors	29-10-2018 up to 05.00 p.m.
Pre Bid Meeting	30-10-2018 at 3.00 p.m.
Last date of submission	13-11-2018 up to 3.00 p.m.
Date of Technical Bid Opening	13-11-2018 at 3.30 p.m.
Date of Financial Bid Opening	Will be communicated to vendor by email.
Address for Communication	Jt. Manager, IT Department, The Maharashtra State Co-operative Bank Limited, Sir Vithaldas Thackersey Memorial Building, 9, Maharashtra Chamber of Commerce Lane, Fort Mumbai 400001.
Contact Telephone Numbers	022-22800527 / 22800711
FAX Numbers	022-2204 24 84 / 2204 34 21
Email	mscb.it@mscbank.com

**Terms and Conditions, eligibility criteria and procedure for submission of Bids are given in the tender document.** The Tender document may be obtained by paying a non-refundable fee of Rs. 1,000/- (Rupees One Thousand only) plus GST @18% in cash, or DD from the office of Information Technology Department of the Bank during office hours between 11.00 am to 16.00 pm. The same can also be downloaded from the official website of The Bank (<https://www.mscbank.com/ViewTenders.aspx>) and may be submitted along with non-refundable fee of Rs 1,000/- (Rupees One Thousand only) plus GST @18% in the form of Cash / DD or deposit electronically in NEFT Account No 0002117030003377 (IFS Code – MSC10082002, title of account – Other receipts account).

Date: 19.10.2018  
Place: Mumbai

R. L Bayas  
I/C Managing Director

### 2. MSC Bank Background:

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The Maharashtra State Co-operative Bank (hereafter refer as MSC Bank) is a premier co-operative institute at State level established in 1911. It is rendering its services to its increasing number of clientele in more diversified and multifarious bank services and facilities over last 10 decades and has established itself a leader of co-operative movement in the state of Maharashtra. It has been in the process of helping the economic development of rural Maharashtra through its six regional offices and 48 Branches in the State.

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

The MSC Bank initiated the process of computerization of its operations in a phased manner starting in 1998-99.

At present the Bank has fully computerized environment with successfully running CBS. The Bank has a sophisticated Data Center and DR site.

### 3. Tender Objective:

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The objective of this Tender is to call responses from vendors for Purchase of IBM MQ PVU Licenses.

### 4. INSTRUCTIONS TO VENDOR:

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#### 4.1 QUALIFICATION CRITERIA (Eligibility of the Vendor)

- A. Vendor organization must have Indian Ownership registered under the Indian Companies Act 1956.
- B. The vendor should have a minimum of 3 (Three) years' experience in the field of Hardware /Software Supply, Installation, Implementation and Support Business. (Must attach company incorporation certificate).
- C. The Annual Turnover of IT products of the vendor should be at least Rs. 5 Crores per year for last 3 years.
- D. The vendor should have sound financial condition and should be in profit for two out of last three years. A copy of last three financial years audited balance sheet, Profit & Loss statement should be submitted along with the technical bid.

- E. The vendor should have never been blacklisted / barred / disqualified by any regulator / Statutory Body and the bidder/firm is otherwise not involved in any such incident what so ever, where the job undertaken / performed and conducted has been questioned by any authority, which may lead to legal action. Self-declaration to that effect should be submitted along with the technical bid. On a later date if self-declaration is found to be void it may entail disqualification.
- F. The list of support centers containing Office Address, Telephone Numbers and contact persons etc. shall be submitted.
- G. Please provide the names of the client banks with proof for the same. We shall consider other customers also but preference and weightage will be given to bank customers.
- H. The vendor should have extensive knowledge and experience (minimum of three (3) years) in the field of supply, installation, services for software products.
- I. **Vendor should be authorized IBM Business partner.**
- J. **MAF should be submitted by the vendor from the manufacturer.**
- K. Vendor must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. MSC BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of MSC BANK in this regard shall be final, conclusive and binding on the vendor.

### 4.2 TWO BID SYSTEM

- A. The offer should be submitted in two (2) separate envelopes and later in one common envelope. Likewise all sealed envelopes are to be put in one common outer envelope. The details thereof are as follows:
  - 1) **ENVELOPE-I (Technical Offer):**
    - The Technical Offer (TO) should be completed and complied with in all respects and contains all information asked for, except prices.
    - The TO should be in strict adherence to the **Paragraph 4.3** and shall include all items as asked for in it.
    - It is mandatory to submit technical details in the prescribed format (**Annexure B**) duly filled in along with the offer.
    - The TO should not contain any price information.
    - MSC BANK, at its sole discretion, may not evaluate a TO in case of non-submission or partial submission of technical details.
    - The following information is required on the envelope
      1. **Bidders name, address and contact.**
      2. **“Technical Bid for IBM MQ Software”** should be quoted on the envelope.

**2) ENVELOPE-II (Commercial Offer):**

- The Commercial Offer (CO) should give all relevant price information and should not contradict the TO in any manner.
  - The CO should be in strict adherence to the **Paragraph 4.4** and shall include all items as asked for in it.
  - CO should be given strictly in the format given as **Annexure E** of the Tender
  - The following information is required on the envelope
    1. **Bidders name, address and contact.**
    2. **“Commercial Bid for Hardware and Software”** should be quoted on the envelope.
- B.** The Details such as Name, Address and Contact Numbers of the authorized person representing the vendor must be written on all the envelopes.
- C. CD / DVD / Pen Drive containing the soft copies of the documents (excluding commercial offer) shall be placed in the respective envelopes.**
- D.** All three envelopes should be properly sealed.
- E.** The details of payment of tender fees for tender document are to be submitted in a separate envelop and not along with Technical bid or Commercial bid.

**4.3 FORMAT FOR TECHNICAL OFFER/TECHNICAL BID**

- A.** The Technical offer/Technical bid must be made in an organized, structured and neat manner and shall be spiral bound. Booklet / Brochures/ leaflets / specifications of Bill of Material etc. should not be submitted in loose form.
- B.** Vendor must ensure that all the documents are sealed and signed by the authorized signatory.
- C.** The printed copy of Technical bid proposal as given in **Annexure –A to Annexure D**, neatly typed on the letterhead of the vendor, duly filled in, signed and complete in all respect including annexure for detailed specifications of equipment etc. as directed.
- D.** Other documents to be submitted in the Technical Bid are:-
- a)** Index
  - b)** Copies of vendor related documents
    - i. Vendor Registration Certificate of relevant authority.
    - ii. Sales Tax Registration Certificate, TAN No. /TIN No.
    - iii. GST Registration Number
    - iv. Audited Balance Sheet and Profit and Loss for past three years.
    - v. IT Returns of last three years.
    - vi. **MAF form from the manufacturer.**
  - c)** Profile, Infrastructure of vendor / Partners, Establishment location – Branches, support and development centers etc.
  - d)** Technical Documentation (Product Brochures, leaflets, manuals etc.).
  - e)** Deposit electronically in NEFT Account No 0002116450000079 (IFS Code – MSCI0082002, title of account – EMD for purchase of Hardware) as EMD (Must submit details in technical bid only).
  - f)** Delivery Schedule (whatever is applicable).
  - g)** List of customers and services provided. Please attach proofs of the same.

- E. All Claims made by the vendor will have to be backed by documentary evidence. In case the same are found to be lacking in terms of the claims made, the vendor is liable to disqualification
- F. A soft copy (Word/Excel/Power Point) of the entire BOM with the Technical Bid document should also be submitted **on a DVD/ CD / Pen Drive in the same sealed envelope** along with the hard copy of the Technical Offer excluding Commercial Information.
- G. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Bank.

#### 4.4 FORMAT FOR COMMERCIAL OFFER

- A. Rates should be quoted in Indian Rupees (INR) only.
- B. The taxes shall be quoted in a separate column as given in the **Annexure E**.
- C. The Commercial offer/Commercial bid must not contradict the technical offer/Technical bid in any way.
- D. The suggested format for submission of Commercial offer/Commercial bid is as follows:
  - 1) Index
  - 2) A detail Rate schedule (as per **Annexure E**).
  - 3) The commercial offer must contain all price information, including ATS details.
  - 4) A statement that the vendor agrees to the Payment schedule given in the tender.
- E. A soft copy (Word/Excel/Power Point) of the entire Technical Bid document should also be submitted **on a DVD/ CD / Pen Drive in the same sealed envelope (excluding commercial offer)** along with the Hard Copy of the Technical Offer.

#### 4.5 GENERAL TERMS & CONDITIONS

- A. The tender documents cannot be resold and / or transferred / assigned. If the same is done, tender documents are liable to be summarily rejected by MSC BANK. Any decision of MSC BANK in this regard shall be final, conclusive and binding on the vendor.
- B. No changes should be made in this tender document. Vendor has a liberty to quote separately for new technical solutions or specifications wherever it is necessary other than general specifications.
- C. The products/services offered should strictly conform to the specifications given in the product literature. The technology proposed/marked for withdrawal from the market or under quality testing should not be offered.
- D. In case, the software components delivered and installed are not as specified in the Purchase Order or not found working in the testing by the Bank, the vendor will have to replace immediately the software components or upgrade it as per specifications in the purchase order. All the expenses in this regard shall be entirely borne by the vendor.

- E. If MSC BANK is not satisfied with technical specifications and the feasibility of the technical offers, the commercial offers of the respective vendor will not be opened. Technically disqualified offers will not be taken up for further process.
- F. The price quoted by the vendor shall be inclusive of all taxes (tax details to be elaborated) and need to furnish concerned documents to MSC Bank while delivering the items.
- G. In case of technically qualified bidders with lowest overall price quote, the Bank reserves the right to request the bidder to match the product wise lowest price of other vendors.
- H. Vendor should ensure efficient and effective rollout of the project as well as to ensure smooth operations of the complete system during the entire project life, the prospective vendor will be required to work in collaboration from the beginning of the project with the MSC Bank appointed Consultant.

### I. EARNEST MONEY DEPOSIT

- i. Vendor shall deposit, as part of its bid, EMD of Rs 10,000/- (Rs. Ten thousand only) by DD or electronically in NEFT Account No 0002116450000079 (IFS Code – MSC10082002, title of account – “EMD for Purchase of Hardware”).
- ii. Unsuccessful vendor’s EMD will be immediately refunded after Tender Award.
- iii. No interest will be payable on EMD.
- iv. Tender made without paying EMD will be rejected. Any decision of MSC BANK in this regard shall be final, conclusive and binding on the vendor.
- v. **EMD may be forfeited:**
  - If the vendor withdraws its bid during the period of bid validity.
  - If vendor makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
  - In case of the successful vendor, if the vendor fails:
    - ✓ To sign the contract in the form and manner to the satisfaction of MSC Bank
    - ✓ To furnish performance security in the form and manner to the satisfaction of MSC Bank
  - EMD of unsuccessful bidder will be returned immediately after tender award.

### J. PRE BID vendor MEETING:

There will be a meeting with all the vendors, to address any queries in connection with the tender document. It is essential that all clarifications / queries be submitted to MSC BANK on the date specified for this purpose.

### K. PERIOD OF VALIDITY OF BID

- 1) **Validity Period:** Bids shall remain valid for Sixty (60) days after the date of bid opening prescribed by MSC BANK.



**2) Extension of Period of Validity:** In exceptional circumstances, the MSC BANK may solicit the vendor's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the vendor should be unconditional and irrevocable. EMD provided shall also be suitably retained further. A vendor may refuse the request without forfeiting the EMD. A vendor granted the request, will not be permitted to modify its bid. The decision of MSC BANK in this behalf will be final, conclusive and binding on the vendor.

**L. MODIFICATION AND WITHDRAWAL OF OFFERS/BID**

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

**M. PRELIMINARY SCRUTINY**

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

**N. CLARIFICATION OF OFFERS/BIDS**

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

**O. SIGNING OF THE BID**

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

**P. ERASURES OR ALTERATIONS**

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

which it shall be rejected forthwith. Any decision in this regard by MSC BANK shall be final, conclusive and binding on the vendor.

### **Q. COST OF PREPARATION & SUBMISSION OF BID**

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

### **R. ARITHMETICAL ERRORS**

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

### **S. LANGUAGE**

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

### **T. BID REJECTION CRITERIA**

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

- i. Bids are not substantive and not in strict compliance with the pro-forma given in this document.
- ii. Bids are not made in compliance with the procedure mentioned in this document.
- iii. Failure on part of the vendor to provide appropriate information as required in the bid proposal or any additional information as requested by the Bank including any supporting document.
- iv. Incomplete or conditional bids or partly quoted bids or bids that do not fulfill all or any of the conditions as specified in this document.
- v. The submission of more than one bid under different names by one vendor is not acceptable. If the same is found at any stage, all the bids by that vendor and related partners will be rejected.
- vi. Material inconsistencies in the information submitted.
- vii. Misrepresentations in the bid proposal or any supporting documentation.
- viii. Bid proposal received after the last date, time and submission mode specified in this document.
- ix. Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- x. Bids containing erasures or overwriting except as necessary to correct typographical errors made by the vendor, in which case such corrections shall be authenticated by the person or persons signing the bid.
- xi. Any threat or communication to the bank officials or Consultant for marketing of any vendor name.

**U. DISCLAIMERS AND EXCLUSIVE RIGHTS OF THE MSC BANK :**

- 1) Any decision as to compliance of the terms and conditions of the tender document and on rejection of any tender document or any part thereof shall be at the sole discretion of MSC BANK and shall be final, conclusive and binding on the vendor.
- 2) At any time, up to the last date of receipt of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the Tender Document by an amendment. All such amendments shall be binding on the entire vendor. The bank shall inform such amendments to all the vendors only by e-mail on the PROVIDED Email ID by the vendor.

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

- 3) MSC BANK reserves the right to accept or reject in part or full any or all the offers without assigning any reasons thereof. Any decision of MSC BANK in this regard shall be final, conclusive and binding on the vendor.
- 4) MSC BANK reserves the right to re-issue the tender and or any part thereof without assigning any reason whatsoever, at the sole discretion of MSC BANK. Any decision in this regard shall be final, conclusive and binding on the vendor.
- 5) MSC Bank reserves the right to accept or reject any bid in part/full or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the ground for its action. Any decision of the Bank in this regard shall be final, conclusive and binding on the vendor.
- 6) MSC Bank reserve the right, not an obligation, to carry out the capability assessment of the vendor (with the help of outside agency, if required) and pre dispatch inspections at the cost of the vendor. The Bank's decision shall be final in this regard.
- 7) MSC Bank reserves a right to give minor deviations to any / the entire vendor in the techno-commercial specifications of bid. Any decision of the Bank in this regard shall be final and shall be binding on the vendor.
- 8) In case, any difference of opinion between vendor and the Bank about any term / clause / condition, the interpretation of the Bank shall be final and conclusive.
- 9) **RIGHT TO ALTER QUANTITIES:** The Bank reserves the right to issue Purchase Order in phases or to alter the quantities/brand/product specified in the offer. The Bank also reserves the right to delete one or more items from the list of items

specified in offer. Any decision of the Bank in this regard shall be final, conclusive and binding on the vendor.

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

**11) Repeat Order:** The MSC Bank reserves right to place a repeat order on the vendor under the same price, terms and conditions within a period of six months from the date of acceptance and installation of hardware / software.

## 5. SCOPE OF THE ENTIRE PROJECT

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The Vendor has to submit his offer for supply of IBM MQ PVU Licenses as per the technical specifications given separately for the MSC Bank

### A. MANUALS AND DOCUMENTS:

- a) The vendor should provide all related paper license of the software
- b) The vendor should provide all related manuals which shall be used by Bank.

### B. TIME PERIOD FOR COMPLETION

- a) The delivery period would be 4 weeks from the date of PO.

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## 6. POST SELECTION INSTRUCTIONS AND TERMS & CONDITIONS

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### A. RESPONSIBILITIES OF SELECTED VENDOR

- 1) The vendor shall undertake and complete order as per the given Plan.
- 2) The vendor must provide details of the support and maintenance to be given to the Bank.

### B. SCHEDULE OF PAYMENT

The generic payment schedule for the finalized vendor shall be as follows:

100% of the order value will be paid on Delivery of the Software Licenses.

### C. RATES

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

### D. TAXES AND DUTIES

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

**GST will be on Banks account on actuals.**

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

### E. FORCE MAJEURE DURING THE PENDENCY

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

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

**F. CONFIDENTIALITY**

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

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

Confidential Information does not include information which:

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

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

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

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

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

### **G. Ownership and Retention of Documents**

- a. MSC BANK shall own the documents, prepared by or for the vendor arising out of or in connection with the Contract.
- b. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by MSC BANK, the vendor/ shall deliver to MSC BANK all documents provided by or originating from MSC BANK / Purchaser and all documents produced by or from or for the vendor in the course of performing the Service(s), unless otherwise directed in writing by MSC BANK at no additional cost.
- c. Vendor shall not, without the prior written consent of MSC BANK / Purchaser store, copy, distribute or retain any such Documents. Vendor shall preserve all documents provided by or originating from MSC BANK/ Purchaser and all documents produced by or from or for the vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of MSC BANK/ Purchaser in this regard

### **H. ARBITRATION**

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

### **I. JURISDICTION OF COURTS**

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

### **J. REPRESENTATIONS AND WARRANTIES**

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

1. That the vendor/ has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated hereunder to third parties, the technical know-how



- and the financial wherewithal, the power and the authority to enter into the Contract and provide the Service(s) sought by MSC BANK / Purchaser.
2. That the vendor is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) under the Contract/Agreement.
  3. That the representations made by the vendor in its bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract/Agreement and the Bid Documents and unless MSC BANK/ Purchaser specifies to the contrary, the vendor shall be bound by all the terms of the bid.
  4. That the vendor has the professional skills, personnel and resources/ authorizations that are necessary for providing all such Services as are necessary to perform its obligations under the bid and this Contract/Agreement.
  5. That the vendor shall ensure that all assets including but not limited to software, licenses, Databases, documents, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
  6. That the vendor shall use such assets of MSC BANK as the Bank may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract. The vendor shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
  7. That the vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various software, for hardware to be supplied and any copyrighted process/product free from all time claims, titles, interests and liens thereon and shall keep MSC BANK indemnified in relation thereto.
  8. That all the representations and warranties as have been made by the vendor with respect to its bid are true and correct, and shall continue to remain true and Applicable only in case vendor is a vendor within the meaning of Companies Act, 1956 correct through the term of the Contract.
  9. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
  10. That the vendor has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
  11. That all conditions precedent under the Contract has been complied.
  12. That neither the execution and delivery by the vendor of the Contract nor the vendor's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the vendor or (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of its property or assets is bound or to

which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the vendor.

13. That all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the vendor which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
14. That the vendor confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of MSC BANK, which may directly or indirectly have a bearing on the Contract or Service(s).
15. That the vendor owns, has license to use or otherwise has the right to use all Intellectual Property Rights, which are required or desirable for the Service(s) and the vendor does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the vendor or which the vendor is licensed to use, which are material in the context of the vendor's business and operations are being infringed nor, so far as the vendor is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the vendor by any person.
16. All Intellectual Property Rights (owned by the vendor or which the vendor is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep MSC BANK/Purchaser, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.

### **K. CANCELLATION OF THE CONTRACT & COMPENSATION**

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

1. Vendor commits a breach of any of the terms and conditions of the bid.
2. Vendor goes into liquidation, voluntarily or otherwise.
3. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
4. The progress regarding execution of the order accepted, made by the selected vendor is found to be unsatisfactory.
5. In case the selected vendor fails to deliver the quantity as stipulated in the delivery schedule of 4 weeks, MSC BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected vendor.
6. MSC BANK reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking the bank guarantee under this contract.

**Annexure – A**

**Offer Covering Letter**

*(To be submitted on bidders letterhead)*

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

Dear Sir,

**Sub: Purchase of IBM MQ PVU Licenses**

We have examined the Tender and we offer for Supply of IBM MQ PVU Licenses as per the terms and conditions and technical specifications spelt out, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer/bid.

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

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

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

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

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

**Pl. furnish the corporate authorization on letterhead.**

**Technical Bid**

*(To be submitted on bidders letterhead)*

Note: This bill of material must be attached in Technical Offer/Technical Bid as well as Commercial offer/Commercial bid. The format will be identical for both technical and commercial offers/bids, except that **the technical offer should not contain any price information**. Technical offers/bids without the detail (including make, model and detail technical specs) bill of material will be liable for rejection forthwith.

Vendor must take care in filling price information in the commercial offer/commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

SI No	Part #	Part Description	Qty (PVU)
1	D55V1LL	IBM MQ Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	140

**Signature:**

**Name of the Authorized Person:**

**Vendor Seal**

**Details of the Vendor**

*(To be submitted on bidders letterhead)*

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

<b>SR. NO</b>	<b>DETAILS OF THE COMPANY</b>	<b>RESPONSE</b>
<b>A</b>	Name of Company	
<b>B</b>	Company Head Office and registered office address	
<b>C</b>	Telephone and Fax numbers	
<b>D</b>	Date of incorporation. Please enclose Company Registration Certificate.	
<b>E</b>	Ownership structure (e.g. Proprietorship, Partnership, Pvt. / Pub Ltd Company)	
<b>F</b>	Company Sales Tax Number, GST registration number, Please enclose supporting document.	
<b>G</b>	Company PAN, GST & TIN number. Please enclose supporting document.	
<b>H</b>	Please enclose financial accounts (Profit and Loss account and Balance sheet for last three financial years).	
<b>J</b>	List of Support Centers with addresses and phone numbers	
<b>K</b>	Total strength of the Company. Bifurcation : <ul style="list-style-type: none"> <li>• Installation Team</li> <li>• Maintenance Team</li> <li>• Support Team</li> <li>• And Other Teams</li> </ul>	

Signature:

Name of the Authorized Person:

Designation:

Vendor Seal

**Bank Details**

*(To be submitted on bidders letterhead)*

(To be included in Technical Bid Envelope)

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

Corporate authorization details.

Signature:

Name of the Authorized Person:

Designation:

Vendor Seal

(To be submitted on bidder's letterhead)

**PRO FORMA - COMMERCIAL BID**

**RATE SCHEDULE**

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

SI No	Part #	Part Description	Qty (PVU)	Unit price (INR)	Taxes	Total price (INR)
1	D55V1LL	IBM MQ Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	140			

**\*\* Note: Taxes on each item (Do not mention only the applicable percentage of Tax, please mention the amount of Tax also. If require you may create additional columns and rows).**

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

Signature:

Name of the Authorized Person:

Designation:

Vendor Seal

**Format of Letter of Authorisation for signing of bid**

**Letter of Authorisation**

Know all men by these presents, we \_\_\_\_\_ (name of the vendor / partnership firm and address of the registered office) do hereby appoint and authorize Mr. \_\_\_\_\_ (full name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Supply of IBM MQ licenses etc. in response to the RFP (Request for Proposal) by MSC BANK (hereinafter referred to as MSC BANK), including signing and submission of all documents and providing information/responses to MSC BANK in all matters in connection with our bid / offer.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. The mode of execution of the Letter of Authorisation should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the vendor should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor



## **Tender for IBM MQ PVU Licenses**

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of the Person executing this Letter of Authorisation for the delegation of power hereunder on behalf of the vendor.

3. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Letter of Authorisation.

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**Undertaking**

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018

Signature

(Vendor Seal)

\_\_\_\_\_  
In the capacity of

\_\_\_\_\_  
Duly authorized to sign bids for and on behalf of:

**\*\* End of Document \*\***