



**ALLAHABAD BANK
INFORMATION SECURITY CELL, HEAD OFFICE
14- INDIA EXCHANGE PLACE,
KOLKATA, WEST BENGAL, INDIA**

RFP No. HO/IS-Cell/Anti-Phishing/2018-19/01

Dated: 05.09.2018

**REQUEST FOR PROPOSAL (RFP)
FOR
AVAILING OF ANTI-PHISHING, ANTI-
MALWARE MANAGED SERVICES and
WEBSITE DEFAACEMENT MONITORING
SERVICES**

The information provided in response to this REQUEST FOR PROPOSAL (RFP) will become the property of the Allahabad Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.



TABLE OF CONTENTS

SECTION	SUBJECT	PAGE NO
I.	INVITATION FOR BID (IFB)	----- 3
II.	INSTRUCTIONS TO BIDDERS (ITB)	----- 7
III.	CONDITIONS OF VENDOR SELECTION (CVS)	----- 24
IV.	CONIDITIONS OF PROCUREMENT (CP)	----- 34
V.	SCHEDULE OF REQUIREMENTS ANNEXURES AND FORMATS	----- 39



SECTION –I

INVITATION FOR BIDS (IFB)

1. INTRODUCTION:

- 1.1 **Allahabad Bank** wishes to engage service provider through **open tendering process** for providing Anti-Phishing, Anti-Malware, Anti-pharming, Anti-Spyware, Anti-Trojan managed services and Website defacement monitoring services to protect and monitor its Brand, URLs, Domain name, websites etc. from above attacks.
- 1.2 The Bank intends to issue this bid document, hereinafter called **Request for Proposal** or **RFP**, to Bidders to participate in the competitive bidding as specified in the Bid Data Sheet, as per requirements, specifications, terms and conditions scope of work etc. of this **RFP**. **It may be noted that the bidder can have consortium arrangement with consortium party for providing the necessary services.**
- 1.3 This document is meant for the exclusive purpose of bidding as per the terms & conditions and requirements indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

2. SCOPE OF THE PROPOSAL

- a) A Bidder/consortium partner should be capable of providing Anti-Phishing, Anti-Malware, Anti-Trojan, Anti-Spyware, Anti-Pharming managed services and Website defacement monitoring services to protect and monitor the Bank Brand and to Bank's Internet Banking Website (**www.allbankonline.in**), Mobile Banking Website (**www.allmobile.allahabadbank.in**) and to Bank's public websites viz. **www.allahabadbank.com** (alias **www.allahabadbank.in**), **www.allbankcare.in**, etc. as well as future websites of the Bank.

The service provider should alert Bank immediately on discovering Phishing Sites/attacks and initiate prompt action to takedown the Phishing site(s) and also to provide Anti Phishing, Anti-Malware, Anti-Trojan, Anti-Spyware, Anti-Pharming etc. services and website defacement monitoring service for Allahabad Bank's websites/URLs/Domain Names etc. covering prompt detection & reporting of any malicious codes in Bank's web pages and other such attacks. The service provider should proactively monitor the above websites for any defacement activities and should report and protect against any such attempt.

- b) Any other software component required in connections with the work will be supplied and maintained by the bidder/consortium.
- c) Periodical reports as and when asked/ decided should be submitted to the Bank. Standard and ad-hoc periodical reports to be submitted to the bank as per SLA.
- d) **Detailed scope of work is given in Section-IV of this document.**
- e) **The bidder should provide documentary evidence for having tied up with all the agencies participating/ consortium.**



- f) The bidder will be single point of contact to provide the complete solution to the Bank. The selected bidder will provide the Bank above mentioned services but not limited to supply, installation of required software. Bidder will solely be responsible for managing their consortium partner(s) (if any) for providing services to bank and should have back to back arrangement/contract with the consortium partner.
- g) The Bank also reserves the right to inspect user's premises (*where the bidder has been providing relevant services, as per requirements of this RFP*) and interact with the product team while evaluating the Technical Bid. The bidder should obtain necessary permissions and bear all the expenses in this regard.
- h) The technically qualified bidders of this RFP will have to give presentation before technical evaluation committee of the Bank on the methodology/ approach, time frame for various activities, strengths of the bidders, role of the consortium partner (if any) etc. on such projects. The technical competence and capability of the bidder and consortium partner (if any), should be clearly reflected in the presentation. The bank reserves the rights to waive this clause or may decide later on regarding presentation by L1 bidder. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.**
- i) Based on the contents of the RFP, the selected bidder shall be required to independently arrive at an approach and methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements.
- j) The Bank expressly stipulates that the bidder's selection under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank.
- k) The bidder's appointment is expected to be for a period of **12(Twelve) months** from the date of contract. Bank may, at its sole discretion, extend the contract for a further period of 12 (twelve) months on the same terms and conditions or may opt for fresh tendering.
- l) Interested bidders may obtain further information from the office of Allahabad Bank, Head Office, Information Security Cell, second floor, 14 India Exchange Place, Kolkata - 700001, West Bengal, India.
- m) A complete set of REQUEST FOR PROPOSAL (RFP) may be purchased by any interested bidder on the submission of a written application, from Allahabad Bank, Head Office, Information Security Cell, second floor, 14 India Exchange Place, Kolkata - 700001, West Bengal, India upon payment of a non-refundable fee of ₹600.00 in the form of a Demand Draft or Banker's Cheque favouring



“Allahabad Bank” payable at Kolkata. The bidders who purchase the RFP in their names only are eligible for submission of bid and to attend the Pre-Bid Meeting.

- n) A complete set of RFP for the above purpose can also be downloaded from Bank's official website www.allahabadbank.in. The bidder who downloads the RFP from website, is required to submit a non-refundable fee of ₹600.00 in the form of DD or Banker's cheque, drawn in favour of Allahabad Bank and payable at Kolkata, during office hours within the last date and time of submission of bid, failing which the bid of the concerned bidder will not be entertained (the DD can also be submitted along with the original technical bid). The copy of this document (RFP) downloaded from the bank site, will be treated as authentic copy for all purposes.
- o) The RFP may be obtained from the address below in point 3.13 during office hours on all working days either in person or by post.

The Details are as follows:

3.1	Bid reference	HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018
3.2	Price of RFP	₹ 600/=
3.3	Courier charges	₹ 300/=
3.4	Bid Security Amount/EMD	₹ 75,000/=
3.5	Performance Security Amount	5% of Amount of contract and should remain valid for 27 months from the date of signing the contract.
3.6	Date of commencement of sale of RFP	05.09.2018, 10.00 AM
3.7	Date and time for Pre-Bid Meeting	11.09.2018, 12.00 Noon
3.8	Last date for sale of RFP	20.09.2018 12.00 Noon
3.9	Last date and time for receipt of Bid	20.09.2018 01.00 PM
3.10	Bid validity	180 days from the opening of technical bid.
3.11	Date and time of opening of Technical Bids	20.09.2018, 03.00 PM
3.12	Date and time of opening of commercial bids, received through E-tendering	To be notified in due course to the eligible bidders
3.13	Place of opening of Bids	Allahabad Bank Information Security Cell, H.O, 2nd Floor, 14-India Exchange Place, Kolkata-700 001, West Bengal, India
3.14	Address for communication	As mentioned in 3.13, above Tel: 091-33- 22622286 Fax: 091-33- 22622287 e-mail: ho.iscell@allahabadbank.in



- p) The Technical Bid and Online Commercial Bid must be submitted giving full particulars within the time period specified above.
- q) All bids must be accompanied by a bid security as specified in the RFP and the bid must be delivered at the above office on or before specified date and time indicated above.
- r) Technical Bids will be opened in the presence of the bidders' representatives who choose to attend on the specified date and time. In case the Bank is not satisfied with technical specifications and the feasibility of the technical offers, the commercial offers will not be opened. Only the technically qualified bids will be considered for further processing and commercial evaluation on a separate date and time to be notified in due course. **It may please be noted that Commercial Bid needs to be submitted online within the specified time schedule as per point no. 3.9 above**
- s) Technically disqualified bids will not be taken up for further process and no discussions/ interface will be granted to such Bidders.
- t) Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
- u) Schedule of requirements/ scope of work, Terms and Conditions and various formats and proforma for submitting the offer are described in the document and it's **Annexure (Please see Section-V, Schedule of Requirement)**.

**Deputy General Manager &CISO
Information Security Cell
Allahabad Bank, Head Office
2nd Floor, 14-India Exchange Place,
Kolkata-700001, West Bengal, India.**



SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

INDEX

SL NO	SUBJECT	PAGE NO
1.	INTRODUCTION	8
2.	ELIGIBILITY CRITERIA	9
3.	TWO BID SYSTEMS TENDER	9
4.	NON TRANSFERABLE TENDER	12
5.	ALTERNATIVE OFFERS	12
6.	ERASURES & ALTERATIONS	12
7.	COST OF BIDDING	12
8.	CONTENTS OF RFP	12
9.	CLARIFICATION OF RFP	12
10.	PRE-BID MEETING	13
11.	AMENDMENT OF RFP	13
12.	LANGUAGE OF BID	13
13.	BID SECURITY	13
14.	FORMAT & SIGNING OF BIDS	14
15.	SUBMISSION OF BIDS	15
16.	DEADLINE FOR SUBMISSION OF BIDS	17
17.	LATE BIDS	17
18.	MODIFICATION & WITHDRAWAL OF BIDS.....	17
19.	BID OPENING	18
20.	CLARIFICATION OF BID	19
21.	PRELIMINARY EXAMINATION	19
22.	EVALUATION OF BIDS & DETERMINATION OF L1	20
23.	CONTACTING THE PURCHASER	21
24.	POST QUALIFICATION	21
25.	PURCHASER'S RIGHT	21
26.	SIGNING OF CONTRACT	22
27.	NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER	22
28.	UPTIME	22
29.	SERVICE LEVEL	23



SECTION II

1. INTRODUCTION

- 1.1 Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called “**The Purchaser**”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called **REQUEST FOR PROPOSAL** or **RFP**, to the Bidders to participate in the competitive bidding towards the cost of the Project specified in the Bid Data Sheet, as per requirements, specifications, Scope of Work, Terms and conditions in this RFP. The bidder can enter into consortium while participating. But the bank will accept bid only from primary bidder (i.e. the bidder submitting the bid).
- 1.2 This document is meant for the exclusive purpose of bidding as per the terms & conditions and requirements indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 1.3 Objectives of this RFP are to invite sealed bids (separate technical & commercial) for providing Anti-Phishing, Anti-Malware, Anti-Spyware, Anti-Trojan managed services and Website defacement monitoring services to Bank’s Internet Banking Website(www.allbankonline.in), Mobile Banking Website (www.allmobile.allahabadbank.in) and to Bank’s public websites viz. www.allahabadbank.com (alias www.allahabadbank.in), www.allbankcare.in etc. as well as future websites of the Bank, on real-time basis, so as to safeguard the interest of the customers from “Phishing”/ “Malware” and other social engineering attacks. The sealed technical bid in duplicate needs to be submitted at the Bank’s office address whereas commercial bid is to be submitted online.
- 1.4 The Bank has introduced GRID based Card and also OTP based two factor authentications to enhance the security in Internet Banking so that risk is minimized to customers.



2. ELIGIBILITY

2.1 Selection Parameter

- The Bidder should be a registered company in India providing information security services for a period of minimum 3 years.
- The bidder or its consortium partner (if any) should have minimum experience of 02 (Two) years for providing **Anti-Phishing & takedown, Anti-Malware and Website defacement monitoring services to a scheduled commercial bank in India with minimum of 500 branches..** The bidder or its consortium partner (if any) should have their own fraud intelligence network and database which can provide global blacklisting and blocking services and provide such details on regular basis.
- The bidder should be a profit-making firm for the last three years with annual turnover of ₹2.0 Cr (Two Crores) or above in the last three years(2015-16,2016-17, 2017-18).
- Professionals on payroll and the project team members of service provider should have certifications like CISA/CISSP/CISM/CEH/CCNA for minimum five (05) members.
- The Solution should work on real time basis with immediate alerts to the bank when there is Phishing/ Malware/defacement attack on the Website and ensure “Very Quick Response Time” with necessary corrective measures by the bidder.
- The bidder or its consortium partner for providing anti-phishing, anti-malware and website defacement monitoring service, should have their own Security Operations Center (SOC) in India and the SOC should be ISO 27001 certified and the services should be provided from the same SOC.
- The bidder and its consortium partner (if any) must not have been blacklisted / barred / disqualified as on date of bid submission by any Regulatory / Statutory /Govt. Department /PSU/ PSE/ Banks / Insurance Company in India.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Copies of relevant documents/ certificates should be submitted as proof in support of the claims made. Allahabad Bank reserves the right to verify/ evaluate the claims made by the bidder independently. Any decision of Allahabad Bank in this regard shall be final, conclusive and binding upon the bidder.

3. TWO BID SYSTEMS TENDER

The Bank would adopt the E-Tendering process for the submission of Commercial Bid, whereas the technical Bid has to be submitted in physical form.

- 3.1 Separate Technical Bid duly sealed and super-scribed ‘BID for Anti-Phishing, Anti-Malware Managed Service& Website defacement monitoring services – Technical’ shall be submitted as per bid details given in the RFP.**



- 3.2** The bidder has also to submit a soft copy of the complete technical bid in MSOffice format on a CD super scribing “Soft Copy of Technical Bid against RFP– **HO/IS-Cell/Anti-Phishing/2018-19/01 dated 05.09.2018** along with the technical bid. ***The bidder should not furnish the soft copy of the commercial bid in the envelope meant for Technical Bid submission.***
- 3.3** The bidder while submitting the Bid should ensure that the papers are not loose and each page/document of the bid is properly bound, failing which the bids are liable for rejection.
- 3.4** The tender not submitted in the prescribed format or submitted with incomplete details is liable for rejection. The Purchaser is not responsible for non receipt of quotation within the specified date and time due to any reason including postal delays or Holidays.
- 3.5 TECHNICAL BID (TO BE SUBMITTED IN SEALED ENVELOPE AND IN DUPLICATE)**
- 3.5.1** The technical bid will be evaluated for technical suitability as well as for other terms and conditions. Previous experience, methodology, professional skill sets available and allocated for the project, number/nature of projects handled by the bidder for the Indian Banking sector and other Public Sector Undertaking in particular, etc. will be taken into consideration while evaluating the technical bid.
- 3.5.2** It is mandatory to provide the technical details in the exact format of technical specifications given in the RFP. Filling of the information using terms such as “OK”, “Accepted”, “Noted”, “Compliance” are not acceptable. The Purchaser reserves the right to treat offers not adhering to these guidelines as unacceptable.
- 3.5.3** All the formats as specified in **ANNEXURES I (a,b,c,d,e,f), II, III(in masked format without any price) IV,V,VIII,IX,X&XI** need to be filled in exactly as per the pro-forma given and any deviation is likely to cause rejection of the bid. The relevant information regarding Anti-Phishing Managed Services and Anti-Malware Services, monitoring of web defacement services undertaken by the bidder should be submitted along with the offer. Non submission or partial submission of the information along with the offer could result in disqualification of the bid of the concerned bidder.
- 3.5.4** The Purchaser shall not allow/ permit changes in the technical bid once the bid is submitted. However, the Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Purchaser prior to the deadline prescribed for submission of bids.



- 3.5.5** The offer may not be evaluated by the Purchaser in case of non-adherence to the format or partial submission of technical details as per the format given in the offer.
- 3.5.6** Bank may at its discretion abandon the process of the selection of bidder any time before notification of award.
- 3.5.7 The Technical Bid must not contain any price information.**
- 3.5.8 The Technical Bid shall comprise of**
 - I. Covering letter in Company's letter head duly signed by authorized signatory with name, title and seal (Copy of letter of authorization to be submitted).
 - II. Table of Contents (List of documents enclosed).
 - III. Duly filled up **ANNEXURES I(a),I(b),I(c),I(d),I(e),I(f),II, III(in masked format without any price), IV,V,VIII,IX,X &XI** with all the supporting documents as required in the ITB clause 2(Section-II),eligibility criteria stated above.
 - IV. Power of Attorney of the authorized signatory.

3.6 COMMERCIAL BID (TO BE SUBMITTED ONLINE):-

- a. THE BIDDER HAS TO SUBMIT THE COMMERCIAL BID ONLINE.**
- b. The Price schedule should be submitted only on online mode. The price bid should contain complete cost for availing Anti-phishing , Anti-Malware managed services and website defacement monitoring services as per the Commercial Bid format (Annexure-III) in the RFP which will be valid for a period of two years from the date of contract.**
- c. Price must be quoted in Indian Rupees Only.
- d. The price bid should be as per the services required to meet the terms & conditions and specifications of the RFP.
- e. The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner. The price quoted should be all inclusive and except for Service Tax and levies, which has to be mentioned separately.

The bidders are advised in their own interest, to quote the best possible offer for each of the item offered. It is absolutely essential for the bidders to quote the competitive price in their own interest.

Bidders should mail a scanned copy of the "Acknowledgement" generated by the E-portal www.tenderwizard.com/abbank at the official email-id of the bank soon after uploading the same, as a proof of successful uploading of Commercial Bid (Annexure-III of RFP), latest by one day after closure of the bid failing which their technical bid will not be considered for further evaluation.



4. NON-TRANSFERABLE TENDER

This tender document is not transferable. Only the bidder, who purchases this Tender in its name or submits required cost of the RFP (in case of downloaded RFP), will be eligible for participating in the evaluation process.

5. ALTERNATIVE OFFERS

No bidder should submit more than one Bid.

6. ERASURES OR ALTERATIONS

The offers containing **unauthenticated erasures or alterations will not be considered**. Therefore, there should be no unauthenticated hand written material, corrections or alterations in the offer. If such unauthenticated erasures or alterations are present these should be signed in full by the person or persons authorized for signing the bid. Any deviation may lead to the rejection of the bid.

7. COST OF BIDDING:

The Bidder should bear all the costs associated with the preparation and submission of their bid and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Bids submitted/arriving beyond the stipulated date & time will not be accepted. No bid shall be rejected at bid opening, except for late bids/open bids.

8. CONTENTS OF RFP:

8.1 The requirements, bidding procedures and contract terms are prescribed in the RFP. In addition the RFP includes:

- a) Invitation for Bid (IFB)
- b) Instruction to Bidders (ITB)
- c) Condition of Vendor Selection (CVS)
- d) Conditions of Procurement(CP)
- e) Schedule of Requirements/ Specifications /Formats

8.2 The Bidder is expected to examine all instructions, annexure, specifications terms and conditions in the Bidding Documents. Failure to furnish all information required in the RFP or submission of a bid not substantially responsive to the RFP in any aspect, will be at the Bidder's risk and may result in the rejection of its bid.

9. CLARIFICATION OF RFP:

A prospective bidder requiring any clarification of the RFP may notify the Purchaser in writing or by fax/e-mail at the Purchaser's mailing address indicated in the Invitation for Bid (IFB). The Purchaser will respond in writing to any request for clarification of the RFP which it receives within 2 (two) working days prior to the date of Pre-Bid Meeting.

**10. PRE-BID MEETING:**

- 10.1 The prospective bidders who have purchased a copy of the RFP or submitted the bid price (for downloaded RFP), may like to attend a pre-bid meeting to be held as indicated in the RFP. Up-to a maximum of 2 (two) representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the Purchaser, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.
- 10.2. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. The issues/questions to be raised must be in writing. The Purchaser will have the liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 10.3. Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting, shall be made by the Purchaser exclusively through the issue of an Addendum and will be sent to all prospective bidders who have purchased the RFP, allowing at least 4 days time prior to the last date for receipt of bids.
- 10.4. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

11. AMENDMENT OF RFP:

- 11.1 At any time prior to the deadline for submission of bids, the Purchaser for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by addendum.
- 11.2 All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail or through addendum and it will be binding on them.
- 11.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bid, the Purchaser, at its discretion, may extend the deadline for the submission of bid.

12. LANGUAGE OF BID:

The bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder & the Purchaser shall be in English only.

13. BID SECURITY:

- 13.1 The bidder shall furnish as part of its bid, bid security of **₹75,000/- (Rupees Seventy Five Thousand) Only**. The bid security is required to protect the Purchaser against risk of bidder's conduct during the period of bid validity.
- 13.2 The bid security shall be denominated in INDIAN RUPEES only and as mentioned under 13.3 & 13.4.
- 13.3 A bank guarantee issued by a Scheduled Indian Bank (other than Allahabad Bank) or a Foreign bank located in India in the Form(Annexure-V) provided in the RFP and valid for sixty (60) days beyond the validity of the bid; or
- 13.4 A Demand Draft or Pay Order issued in favour of "Allahabad Bank" and payable at Kolkata.



- 13.5 Any bid not secured in accordance with **ITB Clause-13.1 and 13.2** above will be rejected by the Purchaser as non-responsive.
- 13.6 Bid shall remain valid for 180 days after the date of opening of Technical Bid prescribed by the Purchaser, pursuant to ITB clause-19. Therefore, the bid security will have to be submitted for a period of (180+60) days. A bid security valid for a shorter period may be rejected by the Purchaser as non responsive.
- 13.7 The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form.
- 13.8 The bid security of the unsuccessful bidders will be returned after the completion of the process, whereas the bid security of the finally selected bidder will be returned after the submission of the Performance security **(Annexure-VI)**.
- 13.9 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of validity of the bid. The request and responses thereto shall be made in writing or by fax/email. The bid security period provided under ITB Clause-13 shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after the completion of the process.

14. FORMATS AND SIGNING OF BID:

- 14.1 The Bidder shall prepare two copies of the Technical bid clearly marking "**Original Technical Bid**" and "**Copy Technical Bid**" as appropriate. In the event of any discrepancy between them, the Original shall govern. Original copy of bid security document should be submitted with the Original bid.
- 14.2 The Original bid and copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be signed by the person or persons signing the bid.
- 14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person or persons signing the bid.
- 14.4 All the pages of the bid, annexure and documents submitted are to be signed/ counter signed by the authorized signatory of the bidder, wherever applicable, at the required place and stamped with seal of the company.



15. **SUBMISSION OF BIDS:**

Bidders are required to submit the Technical Bid in physical form, whereas the Commercial Bid is required to be submitted online on or before the last date and time mentioned in RFP.

15.1 **SUBMISSION OF TECHNICAL BID :-**

15.1.1 The Bidders shall seal the original Technical Bid and copy Technical Bid separately in two envelopes. Thus, there will be two envelopes named as Original Technical Bid and Copy Technical Bid. If above bids are found not properly sealed in respective envelopes, the bid is liable for rejection.

15.1.2 The two envelopes for each pack shall be marked as “**ORIGINAL TECHNICAL BID**” and “**COPY TECHNICAL BID**”.

15.1.3 In addition to the above marking, each envelope must be super-scribed with the following information –

- a) **RFP REFERENCE NUMBER.**
- b) “**TECHNICAL BID FOR ANTI-PHISHING, ANTI-MALWARE MANAGED SERVICES AND WEBSITE DEFAACEMENT MONITORING SERVICES**”, as stated above in point no. 15.1.2.
- c) **DO NOT OPEN BEFORE _____.**
- d) **NAME AND ADDRESS OF BIDDER.**

This will enable the Purchaser to return the bid unopened, in case it is declared unacceptable for any reason whatsoever.

15.1.4 The two envelopes thus sealed containing the original & copy of Technical Bid may be put in an outer envelope also sealed and super scribed as stated above (15.1.3) shall be addressed to the Purchaser at the address given below:-

**The Deputy General Manager & CISO
Allahabad Bank, Head Office
Information Security Cell,
2nd Floor, 14- India Exchange Place
Kolkata –700 001, West Bengal, India**

15.1.5 If the envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening. If envelope earmarked as “Original Technical Bid” is found to contain “Copy Technical Bid”, then that bid will be summarily rejected.

15.1.6 Telex, Cable, Facsimile or E-mail Bids will be rejected.

15.1.7 The Bidders shall seal the Original and Copy Bids separately.

15.1.8 The Bidders who have submitted Technical Bids in Physical form are required to submit Commercial Bid ONLINE as detailed in the RFP, Bids of those bidders who fail to submit ONLINE Commercial



Bid as per clause 15.2 will not be considered for Technical Bid Evaluation.

15.2 SUBMISSION OF ONLINE COMMERCIAL BID (ONLINE E-TENDERING) :-

The Bank will adopt E-Tendering process for Commercial Bid Submission i.e. submission of Commercial bids online through Bank's e-Tender Website. The service provider for e-Tendering process is **M/s Antares Systems Limited** and the portal address for the same is www.tenderwizard.com/abbank, wherein the necessary details for e-Tendering are available.

15.2.1 The prospective bidders are advised to submit only the commercial bids online.

Following steps are to be taken for online submission of Commercial Bids:

- I. **Registration with Service Provider Portal www.tenderwizard.com/abbank.**
- II. **The bidder should possess Class III Digital Signature Certificate (Mandatory). Commercial Bids will not be recorded without Digital Signature Certificate.**
- III. **In case of any clarification/Assistance M/s Antares Systems Ltd. May be contacted before the schedule time of Online Bid Submission, as per contact details given hereunder:**

Contact Persons:-

<u>Contact Persons</u>	<u>Mobile No.</u>	<u>E-Mail</u>
Mr. Kumar Chandan	09674758720	kumarchandan@antaressystems.com
Mr. Debraj Saha	09674758721	debrajsaha@antaressystems.com
Mr. Kushal Bose	07686913157	kushal.b@antaressystems.com

15.2.2 Bidders are required to do/submit Tender Request latest by 12.00 noon on 20th September 2018 at the portal www.tenderwizard.com/abbank.

Without completing the requisite tender request process within the said schedule, the bidder will not be able to submit the Commercial bid online.

15.2.3 The prospective bidders are advised to ensure on-line submission of Commercial Bid (Annexure-III) only in a single **pdf** file with name "**Comm.pdf**" of size less than 5MB, duly signed and stamped by the authorized signatory latest by the last date and time of submission of Bids.

**16. DEADLINE FOR SUBMISSION OF BID:**

Bids must be received by the Purchaser at the address specified under ITB Clause 15.1.4 not later than the time and date specified in the IFB. In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

The Purchaser may, at its discretion, extend the deadline for submission of Bids by amending the RFP in accordance with ITB Clause-11, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. LATE BID:

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, in Invitation for Bid or any subsequent Amendment/ Addendum, will be rejected and returned unopened to the Bidder.

18. MODIFICATION AND WITHDRAWAL FOR BID:

18.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Purchaser prior to the deadline prescribed for submission of bids.

18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause-15. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.

18.3 No bid may be modified subsequent to the deadline for submission of Bids.

18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form or 180 days from the date of opening of Technical bids. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to ITB Clause –13



19. BID OPENING:

- 19.1** The Purchaser will open only the Technical Bids as per the schedule mentioned in IFB. The Online Commercial bids for technically qualified bidders only will be opened on a later date subsequent to the technical evaluation. The Purchaser will notify the date and time of opening of the Online Commercial bids to the technically qualified bidders.
- 19.2** Attendance of all the authorized representatives of the bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.
- 19.3** The following details will be announced at the bid opening:
 - a) Bidders' names,
 - b) Bid Modifications or withdrawals,
 - c) Bid Prices & Discounts if any (in case of Commercial bid opening),
 - d) Presence or absence of Bid Security (in case of Technical bid opening) and such other details as the Purchaser, at its discretion, may consider appropriate.
- 19.4** Alterations in the bids, if any, made by the bidder would be signed legibly to make it perfectly clear that such alteration were present on the bids at the time of opening. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorized by the executive who has signed the bid.
- 19.5** Wherever any erasing or cutting is observed, the substituted words would be encircled and initialed by the bank officer(s) and the fact that such erasing /cutting of the original entry were present on the bid at the time of opening should be recorded.
- 19.6** An "On the Spot Statement" giving details of the bids opened and other particulars, as read out during the opening of the bids, will be prepared.
- 19.7** Bids (and modifications sent pursuant to ITB Clause-18.2) that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.
- 19.8** Commercial bids of those bidders who have not been technically qualified will not be opened for further evaluation.

**20. CLARIFICATIONS OF BID:**

To assist in the scrutiny, evaluation and comparison of offers the Purchaser may, at its discretion, ask some or all bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

21. PRELIMINARY EXAMINATION:

21.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors if any will be rectified on the following basis.

21.2.1 If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

21.2.2 If there is a discrepancy between words and figures, the amount in words will prevail.

21.2.3 If the bidder does not accept the correction of errors as per ITB Clause 21.2.1 & ITB Clause 21.2.2, its bid will be rejected.

21.3 The Purchaser, at its discretion, may waive any minor deviation, nonconformity or irregularity in a Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and the Purchaser reserves the rights for such waivers.

21.4 Prior to the detailed evaluation, pursuant to ITB Clause-22, the Purchaser will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the RFP without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

21.5 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.



22. EVALUATION OF BIDS & DETERMINATION OF L1 BIDDER:

The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause-21. Allahabad Bank in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the proposal submitted by the respondents. The Bank may reject any/all proposals at any stage without assigning any reason thereof.

22.1 EVALUATION OF TECHNICAL BIDS:

22.1.1 The Technical Bids opened pursuant to ITB Clause-19 will be evaluated by the Purchaser on the basis of following criteria:-

- a. Meeting of the eligibility criteria as stated in clause ITB clause 2.
- b. Completeness of the Technical bid in all respects and availability of all information/ details asked for vide ITB Clause-3.5.
- c. Full Responsiveness & commitment of the bidder towards scope and deliverables as per RFP.
- d. Experience, Expertise & Capabilities of the bidder to meet all the requirements specified in this document for undertaking the Anti-phishing managed services for the Bank.

The Bidders shall identify in Bid their respective branch office(s)/service centre where from the managed services shall be provided.

22.2 EVALUATION OF COMMERCIAL BIDS & DETERMINATION OF L1 BIDDER:

22.2.1 The Bids technically qualified pursuant to ITB Clause-22.1 will be commercially evaluated by the Purchaser and the evaluation will take into account the following factors:

- a) The total cost for all the services covered under the bid, as per format (**Annexure-III**) provided for commercial bid, will be considered for evaluation as the bid price/criteria for comparison.
- b) The Total cost of services to the Purchaser of establishing the minimum service facilities, if any as outlined elsewhere in the RFP or miscellaneous expenses, if any should not be quoted separately and should be added to the TOTAL PRICE offered in the commercial bid.

22.2.2 Evaluation of all eligible bidders will be done in Indian Rupees only.

22.2.3 Evaluation will not be based on any conditional/additional discount.



- 22.2.4** The L1(Lowest) bidder will be decided on the basis of Total cost of all service covered as submitted by the Technically qualified bidders through Online Commercial Bids as per format provided in Annexure –III pursuant to ITB Clause- 15.2 of RFP.
- 22.2.5** The prevailing Purchase preference policy of Government of India for Public Sector Enterprises (PSE), if any will be applicable. Preference will be given to PSEs at the lowest acceptable price.
- 22.2.6** Failure or refusal to offer the services/goods at the price committed through Online Commercial Bid shall result in forfeit of the Bid Security and/or Performance Security to Bank, which may please be noted.

23. CONTACTING THE PURCHASER:

- 23.1 No Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the bid opening to the time of final selection of the vendor.
- 23.2 Any effort by a Bidder to Influence the Purchaser in the process of bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

24. POST QUALIFICATION:

- 24.1. In the absence of pre-qualifications, the Purchaser will determine to its satisfaction whether the Bidder selected is qualified to perform the contract.
- 24.2. The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the financials & qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate, including details of experience and records of past performance.
- 24.3. An affirmative determination will be prerequisite for selection. Negative determination will result in rejection of the Bidder's bid.

25. PURCHASER'S RIGHT:

- 25.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids 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 the Purchaser's action. Bank reserves the right to modify any terms, conditions and specifications of the RFP.



- 25.2 Bank reserves the right to obtain revised price bids from the bidder with regards to changes in RFP clauses or if the Bank is not satisfied with the price offered.
- 25.3 Bank reserves the right to accept any Bid in part or whole.

26. SIGNING OF CONTRACT:

- 26.1 At the time when the Purchaser notifies the Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form and performance security form provided in the RFP, incorporating all agreements between the parties.
- 26.2 Within 10(Ten) days of receipt of Contract Form, the bidders shall sign and date the contract and return it to the Purchaser along with the required Performance Security.
- 26.3 Bank reserves the right to select the next ranked bidder if the selected bidder withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the proposal.
- 26.4 In case the bidder fails to comply ITB Clause 26.1 and 26.2 or in case the bidder withdraws his proposal after selection as per ITB Clause 26.3 the bid security of the bidder will be forfeited.
- 26.5 The Bank will initially execute the contract for 'Anti-Phishing, Anti-Malware managed Services and Website defacement monitoring services' for a period of two years (from the date of contract) with the successful L1 bidder, which will be reviewed after completion of the first year. On completion of the first year of service, Bank may, at its discretion, continue for the second year as per terms or may go for fresh tendering, in case the services are found to be unsatisfactory. On completion of initial period of two years, the Bank may further extend/renew the contract for another one year on the same terms & conditions or go for a fresh tendering process.

27 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

- 27.1 The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be at liberty to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 27.2 Purchaser reserves the right to make any changes in the terms and condition of the purchase.
- 27.3 Purchaser will not be obliged to meet and have discussions with any vendor and/ or to listen to any representations.

28 UPTIME

Services must have 100% uptime and should be available on 24x7x365 basis i.e. "Always On".



29 SERVICE LEVELS

The selected bidder need to execute a Service Level Agreement (SLA) with Allahabad Bank covering the following performance and availability parameters in addition to all other terms and conditions of this RFP:

- 29.1. 24X7X365 monitoring of phishing attacks with 100% uptime.
- 29.2. Alert within 30 minutes of phishing detection.
- 29.3. Initial response to the incident within 60 minutes with action plan on taking down/ locking/ containment/ recovery/ blocking and other alternative response mechanisms.
- 29.4. "Resolution of incident within 8 hour subject to maximum 24 hours (The calculation for quarterly median basis will be as under: - All the incidents will be arranged in ascending order of time taken to close them. The middle value of the series will be taken as median. E.g. if incidents are closed in 6, 5, 4 hours. The series will be 4, 5,6. The median will be 5 hours. In case the number of incidents is even then the median will be taken as the lower of the 2 middle numbers. E.g. if incidents are closed in 10, 2, 8, 12 hours. The series will be 2, 8, 10, 12. The median will be 8 hours (rounded off to the lower limit).)". It may please be noted that maximum time of resolution/ time taken to close any incident should not exceed 24 Hrs. Cases with resolution time exceeding 24 hours will be eligible for application of penalty clause.
- 29.5. The phishing site/s once taken down would not be considered as a new site on its re-appearance within six months for payment consideration.
- 29.6. There should also be 24x7x365 monitoring/scanning for malicious mobile code (MMC) infection of the web pages for real time detection of malware injection and alerting the Bank within 30 minutes of its detection.

The performance of the selected bidder shall be reviewed quarterly or at less frequent interval. Bank reserves the right to terminate the contract at its sole discretion by giving one month notice without assigning any reason. Any offer falling short of the contract validity period (Twelve months from the date of Agreement) is liable for rejection.



SECTION III

CONDITIONS OF VENDOR SELECTION (CVS)

I N D E X

SL NO	SUBJECT	PAGE NO
1.	DEFINITION -----	25
2.	GOVERNING LANGUAGE -----	25
3.	APPLICABLE LAW -----	25
4.	NOTICES -----	25
5.	PERFORMANCE SECURITY -----	26
6.	VENDOR'S INTEGRITY-----	26
7.	VENDOR'S OBLIGATION-----	26
8.	PROJECT MANAGEMENT -----	27
9.	USE OF CONTRACT DOCUMENTS AND INFORMATION -----	27
10.	PATENT RIGHTS -----	27
11.	FORCE MAJEURE -----	27
12.	TERMINATION FOR CONVENIENCE -----	28
13.	RESOLUTION OF DISPUTES -----	28
14.	CONTRACT AMENDMENT -----	28
15.	ASSIGNMENT -----	28
16.	CORRUPT OR FRAUDULENT PRACTICES -----	28
17.	PROJECT SCHEDULE -----	29
18.	ACCEPTANCE TESTS -----	29
19.	AUDIT BY THIRD PARTY -----	29
20.	TERMS OF PAYMENT -----	29
21.	PAYMENT SCHEDULE -----	30
22.	INDEMNITY -----	31
23.	CHANGE OF ORDER -----	31
24.	DELAY IN VENDORS PERFORMANCE-----	31
25.	TAXES & DUTIES -----	32
26.	ORDER CANCELLATION -----	32
27.	JURISDICTION -----	33
28.	PUBLICITY -----	33



SECTION III

CONDITIONS OF VENDOR SELECTION (CVS)

1 DEFINITION:

In this Section, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the Contract entered into between the Purchaser and the vendor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Solution/Services" means the '**ANTI-PHISHING, ANTI-MALWARE, ANTI-PHARMING, ANTI-SPYWARE, ANTI-TROJAN MANAGED SERVICES AND WEBSITE DEFACEMENT MONITORING SERVICES**' ,which the vendor is required to provide to the Purchaser in terms of the contract between the vendor and the Purchaser under the Contract.
- (c) "The Purchaser" means Allahabad Bank.
- (d) "The Vendor" or "The SP" means the firm selected by the Purchaser for providing '**ANTI-PHISHING, ANTI-MALWARE, ANTI-PHARMING, ANTI-SPYWARE, ANTI-TROJAN MANAGED SERVICES AND WEBSITE DEFACEMENT MONITORING SERVICES**'.
- (e) "Day" means Calendar Day.

2 GOVERNING LANGUAGE:

The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in this language.

3. APPLICABLE LAW:

The contract shall be interpreted in accordance with the laws prevalent in India. The bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

4. NOTICES:

- 4.1** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable /fax/email and confirmed in writing to the other party's address specified below.

**Purchaser: Allahabad Bank, Head Office
Information Security Cell,
2nd Floor, 14 India Exchange Place
Kolkata –700 001**



Vendor: To be filled in at the time of contract signing.

- 4.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 4.3** The Bank reserves the right to ascertain information from the other Banks and institutions to which the SPs have rendered their services for execution of similar projects.

5. PERFORMANCE SECURITY:

- 5.1 The selected vendor has to furnish performance security (**Annexure-VI**) to the Purchaser for an amount of 5% of the contract amount at the time of signing the contract.
- 5.2 The performance security should be furnished to the Head Office of the Purchaser.
- 5.3 The performance security is required to protect the Purchaser against risk of selected vendors conduct during the Contract period.
- 5.4 The performance security shall be denominated in INDIAN RUPEES only and shall be of the following forms.
- 5.5. A bank guarantee issued by a Scheduled Indian Bank (other than Allahabad Bank) or a Foreign bank located in India in the Format (**Annexure-VI**) provided in the RFP.
- 5.6 The Performance Security will be valid for **27 months** from the date of signing the contract. However, depending upon the requirement of the Bank the vendor will have to extend the validity period of performance security.
- 5.7 The Performance Security of the vendor may be invoked in case of failure of the vendor to meet the requirements of the Bank under the RFP.
- 5.8 The Performance security of the vendor shall be forfeited in the event vendor opts to exit anytime during the period of contract.
- 5.9 The format of the said Performance Security is enclosed as **Annexure-VI** of section V (Schedule of requirements).

6. VENDOR'S INTEGRITY:

The vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

7. VENDOR'S OBLIGATIONS:

- 7.1 The vendor is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser during delivery of the required managed services for Anti-Phishing, Anti-Malware etc. and website defacement monitoring services.
- 7.2 The vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- 7.3 The vendor is under obligation to provide Anti-Phishing, Anti-Malware etc. Managed Services and Website Defacement Monitoring services to Bank's Internet Banking Website (**www.allbankonline.in**), Mobile Banking Website (**www.allmobile.allahabadbank.in**) and to Bank's public websites viz. **www.allahabadbank.com** (alias **www.allahabadbank.in**), **www.allbankcare.in** etc. as well as future websites of the Bank as per the contract & as per RFP.



7.4 The vendor will treat as confidential all data and information about the Purchaser & obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

8 PROJECT MANAGEMENT:

The vendor will nominate a Project Manager immediately on acceptance of the order, who will be the single point of contact for the project. However, for escalation purpose, details of other persons will also be given.

9 USE OF CONTRACT DOCUMENTS AND INFORMATION:

9.1 The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance.

9.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

9.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract if so required by the Purchaser.

10 PATENT RIGHT:

10.1 The Vendors shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Software package or any part thereof in India and abroad.

10.2 In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the solution or any part thereof in India and abroad, the Vendor shall act expeditiously to extinguish such claims. If the Vendor fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Vendor of such claims, if it is made, without delay.

11 FORCE MAJEURE:

11.1 The vendor shall not be liable for forfeiture of its performance Security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.



11.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

11.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12 TERMINATION FOR CONVENIENCE:

12.1 The Purchaser, by 30 days written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

13 RESOLUTION OF DISPUTES:

13.1 The Purchaser and the vendor shall make every effort to resolve amicably by exchange of letters and/or direct informal negotiation, any disagreement or dispute arising between them under or, in connection with the Contract.

13.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the vendor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum and/or national arbitration.

14 CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

15 ASSIGNMENT:

The vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

16 CORRUPT OR FRAUDULENT PRACTICES:

16.1 As per CVC directives it is required that Bidders/Suppliers/Contractors observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy;

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;



And

- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

16.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

16.3 The Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

17 SCHEDULE OF IMPLEMENTATION/ PROJECT SCHEDULE

The vendor should start providing '**ANTI-PHISHING, ANTI-MALWARE MANAGED SERVICES AND WEBSITE DEFAACEMENT MONITORING SERVICES**' as per the “**Broad scope of work**” mentioned herein this RFP(**Section-IV**) within four weeks from the date of award of contract.

18 ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

19 AUDIT BY THIRD PARTY

The Bank, Reserve Bank of India, Bank's auditors, government and regulatory bodies reserves the right to conduct an audit of its own or may appoint third party for auditing the activities of onsite services and operations of entire services provided by the bidder to the Bank.

20 TERMS OF PAYMENT:

Payment on submission of invoice by bidder subject to “**No Pending Issues**”. The invoices will be raised by bidder on quarterly basis after completion of each quarter and as per the following.

20.1. Period to start from date of commencement of service.

20.2. Vendor should raise the quarterly invoice at the end of each quarter in standard format and accompanied by proof of activities undertaken during the quarter and actions taken specifically for Allahabad Bank.



- 20.2. Bank shall release the payment within 30 days of receipt of invoice for the completed quarter.
- 20.3. Payment is subject to satisfactory discharge of the services as per RFP at the end of quarter after deduction of applicable penalties, if any.
- 20.4. Payment will be made to the appointed vendor in Indian Rupees only.
- 20.5. Details of the phishing, malware and website defacement monitoring activities attended should be enclosed with the action taken report.
- 20.6. Bank will not pay any extra cost outside the contracted rate.
- 20.7. In case no-incident is reported in any quarter for which the bill is raised the company should submit a certificate in this regard that no incidence related to phishing, malware etc. attacks and website defacement activities have been detected for the quarter. The certificate should be enclosed with the bill for that quarter.
- 20.8. Based on the past experience and current trend, the number of phishing incidents expected not to exceed **60 (Sixty)** in a year in total for all the four stated websites and other future websites for the purpose of monitoring of phishing incident/ attack. In case the number of phishing incidents to all the four stated websites and other future websites exceeds the number **60 (Sixty)**, then the payment for those incidents exceeding 60 in number will be made separately and will be paid only after crossing 60 takedowns in total (cost per incident will be calculated by dividing total cost of the anti-phishing managed services as mentioned in Annexure-III (A) by 60).

Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors would be passed on to the Bank suo-moto. Bank will pay the Service tax and levies ruling at the time of period of services rendered and the resultant billing. Any dispute regarding the invoice will be communicated to the selected bidder and the payment shall be made after the resolution of dispute.

21 Payment Schedule: -

Payment will be made on completion of following milestones:

- 21.1 The invoices will be raised by appointed vendor on quarterly basis i.e. @25% of the total price quoted after completion of each quarter from the date of commencement of service. All claims made by the bidder regarding taking down/ shut down/ blocking of phishing site and malware detection, website defacement monitoring will have to be backed by documentary evidence establishing the fact that the aforesaid phishing site blocked/taken down is likely to make/ has made phishing attempts against



Allahabad Bank's Internet Banking, Mobile Banking, Allahabad Bank's Website and other websites. In case, no phishing attack is detected during any quarter, the Bidder/ Service Provider has to give a certificate in this regard.

Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. Bank will pay the applicable tax (GST etc.) and levies ruling at the time of period of services rendered and the resultant billing. Bank will pay all payments in INR (Indian Rupees) only.

Any dispute regarding the invoice will be communicated to the selected bidder and the payment shall be made after the resolution of dispute.

TDS would be deducted at source for any payment made by the BANK as per the prevailing taxation rules of Government of India.

22 INDEMNITY:

22.1 The appointed vendor will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to the vendor.

22.2 The total liability of the selected bidder under the contract will not exceed the total cost of the project. The bidder will not be liable for any indirect, incidental or consequential damages or liability. However the claims against customers, users and service providers of the Bank would be considered as a direct claim.

23 CHANGE OF ORDER:

The Bank may, at any time, by a written order given to the bidder, make changes within the general scope of the Contract in any one or more of the following:

I. Technical and functional specifications

II. Services to be provided by the service provider.

If any such change causes an increase or decrease in the cost of, or the time required for the vendors performance of any provisions under the contract, an equitable adjustment shall be made in the contract price and the contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause must be asserted within 30 days from the date of the vendor's receipt of the purchaser's change order.

24 DELAYS IN VENDOR'S PERFORMANCE:

24.1. Services shall be made available by the bidder in accordance with the time schedule prescribed by the Bank in CVS Clause 17.

24.2. If at any time during performance of the Contract, the bidder encounters conditions impeding timely delivery/ performance of the Solution and performance of Services, the bidder shall promptly notify the Bank in writing of the fact of the delay, its' likely duration and its cause(s). As soon as practicable, after receipt of the bidder's notice, the Bank shall evaluate the situation and may, at its discretion, extend the time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.



24.3. Except as provided in the above CVS clause 11, a delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, pursuant to clause 22, unless an extension of time is agreed upon pursuant to clause 25, without the application of liquidated damages.

25 TAXES & DUTIES:

25.1 The vendor will be entirely responsible to pay all taxes including corporate tax, income tax, license fees, duties etc. except Service Tax in connection with delivery of the services.

25.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, the purchaser shall effect such deductions from the payment due to the vendor. The remittance of amount so deducted and issue of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force.

25.3 Service Tax and levies if any, which will be applicable, should be clearly mentioned separately which will be paid by the Bank on actual basis on production of proof.

25.4 Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the vendor in respect of this contract.

26 ORDER CANCELLATION:

Allahabad Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by Allahabad Bank under the following circumstances:-

26.1. The selected bidder commits a breach of any of the terms and conditions of the bid.

26.2. The bidder goes into liquidation, voluntarily or otherwise.

26.3. If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

26.4. If deductions of account of liquidated damages exceeds more than 10% of the total cost of contract.

26.5. After award of the contract, if the selected bidder does not perform satisfactorily or delays in execution of the contract, Allahabad Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Allahabad Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.



26.6. Allahabad Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

27 JURISDICTION

The contract with the Bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Kolkata.

28 PUBLICITY:

Any publicity by the vendor in which the name of the Purchaser is to be used, should be done only with the explicit written permission of the Purchaser.



SECTION IV

CONDITIONS OF PROCUREMENT (CP)

I N D E X

SL NO	SUBJECT	PAGE NO
1.	SCOPE OF WORK	35
2.	DELIVERABLES	37
3.	EXPENSES	38
4.	LIQUIDATED DAMAGES & PENALTY.....	38
5.	ARBITRATION	38



SECTION IV

SCOPE OF ANTI-PHISHING MANAGED SERVICES

1. SCOPE OF WORK

The project scope includes provision of following threats to Bank's IT Infrastructure.

- 1.1. Selected Bidder/consortium partner should have facilities for 24x7x365 monitoring & mitigating of different virus attacks, phishing, pharming, Trojans, spyware, malware, defacement of websites, APT(Advanced Persistent Threat) etc. attacks on Bank's IT infrastructure. Bidder must ensure compliance of regulatory guidelines issued by RBI, IBA and also National and International bodies. The Bank should get alerts in the event of above attacks on real time basis. The bidder/consortium will also monitor the Bank's public websites viz. www.allbankonline.in and www.allmobile.allahabadbank.in and other existing websites www.allahabadbank.com (alias www.allahabadbank.in) and www.allbankcare.in and similar future websites for above attacks.
- 1.2. The selected bidder/consortium partner should respond within 30 minutes upon detection of any of the above attack and should work to shut down/take down the detected site, anywhere in the world, within the timelines specified under service level and submit the report to the Bank. The bidder/consortium should assist the bank in identifying customers affected by above attacks.
- 1.3. Selected vendor should be able to report incident through all modes of communication that should include email, phone calls, SMS and dashboard. Details of compromised accounts, data etc. should be shared immediately with the Bank.
- 1.4. The bidder should ensure bringing down any reactivated phishing site at the earliest, which was earlier detected as a phishing site.
- 1.5. Alternative response mechanisms other than web site take down should be explored to minimize impact of phishing such as baiting, automatic dummy responses to phishing site using fictitious details.
- 1.6. Selected Bidder should have the reach on their own or through official business partnerships to take up closure/ mitigation measures on phishing sites anywhere in the world.
- 1.7. Track hosting of phishing sites through digital watermark.
- 1.8. Monitor web-server referrer logs: Bank will provide the referrer logs for this purpose through a separate server in its own setup and logical access to which would be provided to the vendor.
To provide Technical support for pushing websites logs from Bank's central server to bidder's SOC setup in India.
- 1.9. Monitoring similar domain name registration - Track new domain name registrations to detect any spoofed or similar site being registered and shut down/take down the same.
- 1.10. Monitor Spam traps to detect phishing mails and take immediate steps to block the same and protect the Bank's interest.
- 1.11. Monitor spoofed email ids that may be used for sending emails to the customers of the Bank and take appropriate steps to protect the bank interest.
- 1.12. Monitor anti-phishing forums.
- 1.13. Monitor phishing attempts through Trojans, Malware etc.
- 1.14. Web site analysis to detect phishing sites.



- 1.15. Selected bidder should benchmark Bank's website and suggest controls required to minimize impact from phishing attacks.
- 1.16. In case any account is compromised, proper tracking and reporting is mandatory and also to assist Bank in case of legal case being raised by the customers for all such cases.
- 1.17. Selected bidder should assist the Bank for coordination with law enforcement agencies like CERT-IN, Banking Ombudsman etc (with prior written permission from Bank).
- 1.18. Selected bidder should provide report on phishing trend in India and across the globe.
- 1.19. Selected bidder should provide assistance to bank in identifying customers affected by phishing.
- 1.20. Brand abuse cases.
- 1.21. Monitoring of compromised servers for forensic information related to Bank's customers till the primary incident is closed.
- 1.22. Selected bidder should have the capability to ensure fast closure of the incident. Contact with Browser vendors, ISP (Internet Service Provider) and third parties are a must in this case.
- 1.23. Selected bidder should be able to provide advisory services to the Bank in the form of Advisories on online threats, White papers, Information on critical vulnerabilities, Review calls, Intelligence alerts, Presentations.
- 1.24. Bidder should ensure that the analysis conducted for any incident must support underground intelligence analysis, correlation of all attacks and underground intelligence, capability to share and disseminate information on fraud related activities with members (may be a part of information sharing network such as Internet Relay Chat, Anti-Phishing Work Group), Intelligence gathered should be coordinated and collaborated with other intelligence gathering groups/ teams/ organizations.
- 1.25. **Anti Malware services:** The vendor should provide anti malware services for Allahabad Bank's portal www.allahabadbank.com alias www.allahabadbank.in, www.allbankonline.in, www.allmobile.allahabadbank.in and www.allbankcare.in and/or any other future websites of the Bank. As a part of the Anti malware service, the bidder should implement all the measures as may be necessary from time to time to mitigate the evolving threats. Bidder should meet the following requirements.
 - 1.25.1 Bidder must provide solution for 24X7 monitoring for Malicious Mobile Code (MMC) infection of the websites i.e. 24x7x365 monitoring / scanning of web pages for real time detection of malware injection. No skipping of page scanning.
 - 1.25.2 Bidder must provide solution for real time detection of MMC infection/injection.
 - 1.25.3 The solution provided must be a tool based automated solution with real-time alert view telephone call/e-mail & SMS alerts.
 - 1.25.4 The solution provided must support scanning to a depth of multiple pages
 - 1.25.5 The solution must support scanning of static and dynamic links.
 - 1.25.6 Solution must support checking all website links against well known global black lists.
 - 1.25.7 Bidder must manage incidents for MMC infection in shortest possible time and update bank with required reports on urgent basis.



- 1.25.8 Solution must be independent of application Platform.
 - 1.25.9 Solution must provide online interface to see previous online reports of all the websites under monitoring.
 - 1.25.10 Solution should proactively inform Bank about potential threats / vulnerabilities, new threats in circulation.
 - 1.25.11 There should be maximum gap of about 30 minutes between the time malware links are introduced and their detection.
 - 1.25.12 The bidder has also to suggest suitable counter measures to safeguard against such threats (MMC) and advise /assist to eradicate it on utmost priority.
- 1.26. **Website Defacement Monitoring services:** Bidder should monitor all the above websites for defacement activities and should alert the Bank and take remedial steps immediately.
- 1.27. Bidder should ensure that these services must have the capacity to integrate in real time with knowledge based authentication solution/Security Operation Centre (SOC).

2. DELIVERABLES

- 2.1. The bidder has to detect the Phishing Site and report to the Bank as per the SLA.
- 2.2. The site should be taken down at the earliest within the stipulated SLA time.
- 2.3. The bidder will deploy the new counter measure mechanisms to counter the evolving methods of phishing attacks and to minimize the impact of phishing attack.
- 2.4. The bidder has to deliver the services and provide the reports to Bank on daily, weekly and monthly basis throughout the contract period for each of the services mentioned under scope of work, in addition to providing other critical observations/ methods/ improvements as deemed fit based on bidder professional experience for each of the services mentioned above. The bidder should provide online access to the Bank for monitoring the delivery of services mentioned under scope of work, including the details of Phishing attacks, site IP address, URL, ISP details sites taken down, current status etc.
- 2.5. The bidder has to provide all the relevant data related to attacks including but not limited to site IP addresses, URL address, ISP and web server hosting agency details, time/ duration of attacks, end user compromised credentials etc.
- 2.5. The bidder has to monitor & detect Malware Activities and report the same to the Bank as per SLA.



3. EXPENSES

It may be noted that Bank will not pay any amount/ expenses/ charges/ fees/ travelling expenses/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses other than the “Contracted Cost”.

4. A) LIQUIDATED DAMAGE

If the vendor fails to start/perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the cost of the service, which is delayed/unperformed, for each week or part thereof of delay until actual performance, up-to a maximum deduction of 10% of the contracted price/cost.

B) PENALTY

In case of failure to maintain response time (*calculated on quarterly median basis for all incidents*) the applicable penalty/ liquidated damage is as under:

- 4.1) Penalty of 5 % of quarterly payment will be charged, if quarterly median response time exceeds more than 8 hours but up to 12 hours.
- 4.2) 10% of quarterly payment will be charged for quarterly median response time more than 12 hours but up to 24 hours.
- 4.3) 15% of quarterly payment will be charged for quarterly median response time more than 24 hours
- 4.4) If response time for any individual incident exceeds beyond 24 hours, then 20% of the cost of the each such individual incident, whose response time exceeds 24 hours, will be debited from the quarterly payment. In addition to this Pt. no 4.1 to 4.3 will also apply.

However, Bank reserves the right to consider relaxation on the penalty for the incident closed beyond 24 hours in the event of “Force Majeure” or reasons not attributable to the vendor.

5. ARBITRATION

All disputes or differences between the parties will be resolved amicably. If amicable settlement is not possible, then such disputes and differences will be resolved through an arbitrator mutually agreed upon between the parties.



SECTION V

SCHEDULE OF REQUIREMENTS

I N D E X

SL NO	SUBJECT	PAGE NO
ANNEXURE –I(a)	PROFILE OF THE BIDDER.....	40
ANNEXURE –I(b)	ORGANISATIONAL STRUCTURE	41
ANNEXURE –I(c)	FINANCIAL INFORMATION.....	42
ANNEXURE –I(d)	DECLARATION BY BIDDER.....	43
ANNEXURE –I(e)	MANPOWER DETAILS.....	44
ANNEXURE –I(f)	EXPERIENCE & EXPERTISE.....	45
ANNEXURE –II	PERFORMANCE STATEMENT.....	46
ANNEXURE –III	FORMAT FOR COMMERCIAL BID....	47
ANNEXURE –IV	BID FORM	48
ANNEXURE –V	BID SECURITY FORM	49
ANNEXURE –VI	PERFORMANCE SECURITY FORM	50
ANNEXURE –VII	CONTRACT FORM	51
ANNEXURE –VIII	TECHNICAL DEVIATION	52
ANNEXURE –IX	COMMERCIAL DEVIATION	53
ANNEXURE –X	LETTER OF CONFIRMATION.....	54
ANNEXURE –XI	SUMMARY LIST ...	55
ANNEXURE- XII	NON-DISCLOSURE AGREEMENT	56



ANNEXURE –I(a)(TECHNICAL BID) :- PROFILE OF THE BIDDER

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

DESRPTION	DETAILS
Registered Name of the Bidder	
Registered address of the Bidder	
Address for Correspondence of the Bidder	Address: STD- Phone: e-mail Id: FAX No:
Contact name of the official who can commit on the contractual terms and the name of an alternate official who may be contacted in the absence of the former	Primary Contact: Name: Designation: STD- Phone No: Mobile Phone : e-mail ID : Alternate Contact: Name : Designation: STD- Phone No: Mobile Phone : e-mail ID :
Contact addresses if different from above	
Official Website	Web Site URL :

Date:

Place:

Authorized Signatory with Seal



ANNEXURE –I (b) (TECHNICAL BID) -ORGANISATIONAL STRUCTURE

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

DESCRIPTION	DETAILS
Business Structure of the Bidder – Government organization / PSU / Partnership Firm /Limited Co. / Private Ltd. Co. (Enclose relevant registration details)	
Registered Office	
Bidder's Organization's date of inception/Commencement of Business	
No. of completed years in existence as on the last date of bid submission	
Constitution	
Names of Directors	
Core Business of Bidder	
*Bidder/Consortium Partner is engaged in Anti-Phishing, Anti-Malware Managed Services and Website defacement monitoring services since (month & year) & total experience (in years/months).	
Whether Anti-Phishing, Anti-Malware Managed Services and Website defacement monitoring services are a core function of the bidder/consortium partner?	
Whether submitting the Bid as a part of any consortium (Yes/No). If yes, name, address and contact details of the consortium.	

***Bidder has to submit the documentary evidence in support.**

Authorized Signatory with Seal

Date:

Place:



ANNEXURE –I (c) (TECHNICAL BID) :- FINANCIAL INFORMATION

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

(To be submitted on the letter head of the Bidder)

Name of the Bidder Company/Firm :

Details of Turnover and profit for last three years

DESRCRIPTION	DETAILS						
Total Turnover over the past three years from operations in India	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">2015-2016</td> <td style="width: 30%;">Rs.</td> </tr> <tr> <td>2016-2017</td> <td>Rs.</td> </tr> <tr> <td>2017-2018</td> <td>Rs.</td> </tr> </table> <p>Authenticated proof of Audited Balance-Sheet etc. for the last 3 years (Enclosed Relevant documents are) : 1) 2) 3)</p>	2015-2016	Rs.	2016-2017	Rs.	2017-2018	Rs.
2015-2016	Rs.						
2016-2017	Rs.						
2017-2018	Rs.						
Net Profit of the Organization for last three years	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">2015-2016</td> <td style="width: 30%;">Rs.</td> </tr> <tr> <td>2016-2017</td> <td>Rs.</td> </tr> <tr> <td>2017-2018</td> <td>Rs.</td> </tr> </table> <p>Authenticated proof of Audited Balance-Sheet and Profit & Loss Account for last 3 years (Enclosed Relevant documents are) : 1) 2) 3)</p>	2015-2016	Rs.	2016-2017	Rs.	2017-2018	Rs.
2015-2016	Rs.						
2016-2017	Rs.						
2017-2018	Rs.						
Only Bidder Company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)							

Certified by:

Authorized Signatory with Seal

(Chartered Accountants)

(For Bidder)

Date:



Place:

ANNEXURE –I(d) (TECHNICAL BID) :- DECLARATIONS BY BIDDER

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

DESCRPTION	DETAILS
Bidder warrants financial solvency i.e., ability to meet all the debts as and when they fall due	(substantiate)
The bidder and its consortium partner (if any) confirms that they are not blacklisted / barred / disqualified as on date of bid submission by any Regulatory / Statutory / Govt. Department / PSU/ PSE /Banks / Insurance Company in India. (Enclose a relevant declaration /confirmation to this effect – Annexure XII)	(substantiate)

Authorized Signatory with Seal

Date:

Place:



ANNEXURE –I (e) (TECHNICAL BID) :- MANPOWER DETAILS

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

DESRPTION	DETAILS		
Number of Professional Manpower available for Anti-Phishing, Anti-Malware Managed Services and Website Defacement Monitoring services in the organization of service provider (Mention count for the Permanent employees only). (Enclose Individual Curriculum Vitae of Team Leads / Project Leads who have handled similar projects).			
	SI No	Professional	Number
	1	CISA	
	2	CISSP	
	3	CISM	
	4	CEH	
	5	CCNA	
TOTAL			

Signature of the Authorized Signatory with Seal

Date:

Place:



ANNEXURE –I (f) (TECHNICAL BID) :- EXPERTISE & EXPERIENCE

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

DESRPTION	DETAILS				
Name of the Bank(s) (having more than 500 branches) where the bidder has performed Anti-Phishing, Anti-Malware Managed Services and Website Defacement monitoring services at least for <u>TWO YEARS</u> .	1.				
	2.				
	3				
	4				
	5				
Anti-Phishing, Anti-Malware Managed Services and Website Defacement monitoring Services etc. carried in Banks & other organizations. (Enclose Relevant PO details)	SI No	Bank	Total no Anti-Phishing Managed Services	Total no for Anti-Malware Services	Total no for Website Defacement Monitoring Services
	1	Public Sector Banks			
	2	Private Banks			
	3	Foreign Banks			
	4	Co-Operative Banks			
	5	Other Banks			
	6	Organizations other than Banks			
TOTAL					
Public Sector Undertaking (PSU)/Scheduled Commercial Bank where Anti-Phishing Anti-Malware Managed Services and Website Defacement monitoring services was undertaken by the Bidder till bid submission date. (Enclose Relevant documents)	SI No.	Name of the Bank/PSU/Etc	PSU/Private /Foreign Bank/Co-operative Bank/etc	Date of Purchase Order	
	1				
	2				
	3				
	4				
	5				

Date:
Place:

Authorized Signatory with Seal



Annexure II - PERFORMANCE STATEMENT OF THE BIDDER (Technical Bid)
(Please provide references only for the TWO ORGANISATIONS mentioned in Annexure I(f))

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

DESCRIPTION	DETAILS
Name of the Bank / organization	
Address of the Bank / organization	
Project Name(Mention Anti-Phishing & related projects in Banks/other organizations) (Enclose Purchase Order Copy)	
Details of scope covered in the Anti-Phishing Managed Services	
Anti-Phishing start date Anti-Malware start date Website Defacement Monitoring Services start date	
Current status of the Project whether completed(Date of completion)	
Duration of the Project	
Contact person details of Bank/ Organisation	1) Name:- 2) Designation :- 3) Phone No. :- 4) Email Id :-
Names of project staff/ professionals involved from Bidder	

Authorized Signatory with Seal

Date:
Place:



Annexure-III - Commercial bid (Format for Commercial Bid)

RFP Ref. No: HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

SI No	Particulars	Cost per year (in ₹) (A)	Total Cost for 2 years(in ₹) (Ax2)
A)	Cost of Anti-Phishing Managed Services as per the scope defined in the RFP (Inclusive of fees, expenses& duties etc. except GST & Levies) This cost includes cost for takedown of 60 phishing sites in a year. If requirement of takedown of more phishing sites arises the payment for those takedown will be calculated by dividing this cost by 60 for a single takedown and the same will be paid only after crossing 60 takedowns in total.		
B)	Cost of Anti-Malware Services as per the scope defined in the RFP (Inclusive of fees, expenses& duties etc. except GST & Levies)		
C)	Cost of Website Defacement Monitoring Services as per the scope defined in the RFP (Inclusive of fees, expenses& duties etc. except GST & Levies)		
	Grand Total Cost (in ₹)		

TOTAL COST (In words:- Rupees _____)

Terms:

1. The Commercial price as quoted above would be valid for two years from the date of contract. On successful completion of first year Anti-Phishing, Anti-Malware Managed Services and Website defacement monitoring services Bank may, at its own discretion, renew order for the second year at the same rate as quoted above under the same terms & condition or may go for fresh tendering.
2. The Commercial Bid contains the Total Project cost, including all expenses (viz. any type of Accommodation, Travel Ticket, Airfares, Train fares, Halting expenses, Transport, Lodging, Boarding etc).
3. Evaluation will be on total cost quoted (excluding GST & Levies) by vendor. GST or any other equivalent Tax and levies will be paid/ reimbursed on actual basis on production of bills. The Bank will not pay any other taxes, costs or charges.
4. The Bank will pay the GST & Levies ruling at the time of period of services rendered and the resultant billing.
5. Bidders to strictly quote in the format and for periods as mentioned above.
6. The Bank reserves the right to place the order either in parts or split the order between Anti-Phishing, Anti-Malware and Website defacement monitoring Services. Therefore, the bidders are advised in their own interest, to quote the best possible offer for each of the item offered.
7. No counter condition/ assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
8. Allahabad Bank reserves the right to add more websites of the Bank during the contract period and bring under monitoring for "Anti malware services/Anti-phishing services/Website defacement monitoring services" without any cost escalation.
9. The selected Bidder has to keep the finalized price valid during the initial contract period of two years. There should not be any escalation due to fluctuation in taxes, exchange rate or change in duty structure or for any other reasons.
10. Other terms & conditions: As referred in RFP
11. If any new tax is imposed in lieu of Service tax and/or levies the applicable tax will be paid/reimbursed on actual.

Date:

Authorized Signatory with Seal

Place:

Note:- Providing commercial proposal in deviation to this format may lead to rejection of the bid.



Annexure IV :-(Technical Bid) BID FORM

To
The Deputy General Manager,
Allahabad Bank, Head Office
Information Security Cell,
2nd Floor, 14-India Exchange Place,
Kolkata – 700 001

Date:

RFP Ref. No: HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

Having examined the RFP including all Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Anti-Phishing, Anti-Malware Managed Services and website defacement monitoring services in conformity with the said RFP in accordance with the Schedule of Prices indicated in the Online Commercial Offer and made part of the Bid.

We undertake, if our bid is accepted, to deliver the services in accordance with the scope of works as mentioned in Section-IV and schedule specified in schedule of requirements in Section-V.

We agree to abide by this bid for the period of 180 days after the date fixed for Technical bid opening under Clause 19 of the Instruction to Bidders and it shall remain binding upon us and may be extended at any time before the expiration of that period.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that the Bank is not bound to accept the lowest of any bid the Bank may receive.

Dated this _____ day of _____ 20.

(Signature)

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) _____

Business _____ Address _____

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.



Annexure-V :- (Technical Bid) BID SECURITY FORM
(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)

To:
Allahabad Bank,
Information Security Cell, Head Office
2nd Floor, 14, India Exchange Place
Kolkata – 700 001

RFP Ref. No: HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

WHEREAS _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ (*date of submission of bid*) for providing Anti-phishing, Anti-Malware Managed Services and Website Defacement Monitoring Services _____ (*name and/or description of goods/Services*) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE _____ (*name of bank*) of _____ (*name of country*) having our registered office at _____ (*address of bank*) (hereinafter called “the Bank”) are bound unto ALLAHABAD BANK (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20__.

THE CONDITONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity fails or refuses to execute the Contract Form if required;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force and should remain valid till 60 days after the validity of offer i.e. up to _____, and any demand in respect thereof should reach the Bank not later than the above date.

Place:
SEAL

Code No.

SIGNATURE

- NOTE: 1 BIDDER SHOULD ENSURE THAT THE SEAL & CODENO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
- 2 STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.



**Annexure VI :-PERFORMANCE SECURITY FORM
(FORMAT OF BANK GUARANTEE (BG) FOR EMPANELMENT SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)**

To:
**Allahabad Bank,
Information Security Cell, Head Office
2nd Floor, 14, India Exchange Place
Kolkata – 700 001**

RFP Ref. No: HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

WHEREAS _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ (*date of submission of bid*) for providing Anti-Phishing, Anti-Malware Managed Services and Website Defacement monitoring Services _____ (*name and/or description of goods*) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE _____ (*name of bank*) of _____ (*name of country*) having our registered office at _____ (*address of bank*) (hereinafter called “the Bank”) are bound unto ALLAHABAD BANK (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20__.

THE CONDITONS of this obligation are:

1. If the Vendor, having been notified as selected for providing ANTI-PHISHING, ANTI-MALWARE MANAGED SERVICES AND WEBSITE DEFACEMENT MONITORING SERVICES to the Purchaser, during the period of contract fails to perform obligations as vendor and fulfill requirements as specified in the contract up to the desired level.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of the above condition, specifying the occurred condition or conditions.

This guarantee will remain valid for a period of **27 months** from the date of signing of the contract i.e. from _____ to _____, and any demand in respect thereof should reach the Bank not later than the above date.

Place:

SEAL

Code No.

SIGNATURE

- NOTE: 1 THE VENDOR SHOULD ENSURE THAT THE SEAL & CODENO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2 STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.



Annexure-VII :-CONTRACT FORM
(Non-Judicial Stamp Paper of appropriate value)

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

CONTRACT NUMBER:

THIS AGREEMENT made the _____ day of _____, 20__ Between ALLAHABAD BANK (hereinafter “the Purchaser”) of one part and _____ (Name of Selected Vendor) of _____ (City and Country of Vendor) (hereinafter “the Vendor”) of the other part: WHEREAS the Purchaser is desirous that certain services should be provided by the Vendor, viz. _____ (Brief description of Services) and has accepted a bid by the Vendor for supply of software and services to meet its requirement from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - (a) The RFP No. HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018 and all its addendums/modifications
 - (b) The Bid form and price schedule submitted by the bidder and subsequent amendments made into it as accepted by the bank.
 - (c) the Scope of works , deliverable
 - (d) the schedule of requirements
 - (e) the Conditions of Vendor Selection
 - (f) the Conditions of Procurement
 - (g) The Purchaser’s Notification of Selection of Vendor for providing Anti-Phishing Managed Services and Anti-Malware Services.
 - (h) Service level Agreement (SLA) &Purchase Order
 - (i) Other conditions as per RFP.
 - (j) Non-disclosure Agreement
3. In consideration of the payments to be made by the Purchaser to the Vendor in terms of Purchase Order for ‘ANTI-PHISHING,ANTI-MALWARE MANAGED SERVICES and WEBSITE DEFACEMENT MONITORING SERVICES’ placed by Head Office of the Purchaser, the vendor hereby covenants with the Purchaser to provide the services therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the vendor in consideration of the provision of services, the Purchase order Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and Delivered by the

Said _____ (For the Vendor) in presence of _____

Signed, sealed and Delivered by the

Said _____ (For the Purchaser) in presence of _____



Annexure-VIII :- (Technical Bid) TECHNICAL DEVIATION STATEMENT

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

The following are the particulars of deviations from the requirements of the tender:-

CLAUSE	DEVIATION	REMARKS (Including justification)

The eligibility criterion & offered ANTI-PHISHING, ANTI-MALWARE MANAGED SERVICES and WEBSITE DEFACEMENT MONITORING SERVICES furnished in the bidding document shall prevail over those of any other documents forming a part of our bid except only to the extent of deviations furnished in this statement.

Dated _____

Signature and seal of the

Bidder

Note:

1. **Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.**
2. **The Bank is not bound to accept any deviation, if any, mentioned above.**



Annexure-IX:- (Commercial Bid) COMMERCIAL DEVIATION STATEMENT FORM

RFP REF No:- HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018

The following are the particulars of deviations from the requirements of the tender:

CLAUSE	DEVIATION	REMARKS (Including justification)

The cost of offered ‘**ANTI-PHISHING, ANTI-MALWARE MANAGED SERVICES AND WEBSITE DEFACEMENT MONITORING SERVICES**’ in the bidding document (**Annexure-III**) shall prevail over those of any others document forming a part of our bid except only to the extent of deviations furnished in this statement.

Dated _____

Signature and seal of the Bidder

NOTE:

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.
2. The Bank is not bound to accept any deviation, if any, mentioned above.



Annexure-X (Technical Bid) LETTER OF CONFIRMATION

To,
The Deputy General Manager,
Allahabad Bank, Head Office
Information Security Cell
2nd Floor, 14-India Exchange Place,
Kolkata- 700001

Date :

Dear Sir,

Ref: - RFP (HO/IS-Cell/Anti-Phishing/2018-19/01 Dated 05.09.2018) for selection of Anti Phishing, Anti-Malware Managed Services and Website Defacement Monitoring Services provider.

Having examined the Request For Proposal (RFP) including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the desired Anti-phishing, Anti-Malware managed services and Website defacement monitoring services for Bank's Internet Banking Website (www.allbankonline.in), mobile banking website (www.allmobile.allahabadbank.in), existing websites www.allahabadbank.com (alias www.allahabadbank.in) and www.allbankcare.in and similar future websites if any in conformity with the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Commercial Bid and made part of this bid.

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full and without any deviation subject to Annexure VIII & IX.

If our Bid is accepted, we undertake to provide the services within the stipulated SLA time.

We confirm that this offer is valid for 180 days from the opening of technical bid.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.

We have not been blacklisted/barred as on the date of bid submission by any Regulatory/ Statutory/Government Department/ PSU/ PSE/Banks/Insurance Company in India and we have required approval, if any, to be appointed as a service provider.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

We confirm that we have obtained all necessary statutory and obligatory permission to carry out the assignment, if any.

Signature & Seal

Dated



Annexure-XI (Technical Bid) SUMMARY LIST OF DOCUMENT ENCLOSED
To be submitted along with the Technical Bid

Sl. No.	Document Submitted Along with the Technical Bid	Submitted (Y/N)	Page No.	Remarks, If any
1.	Profile of Bidder Annexure-I(a)			
2.	Organization Structure-Annexure-I(b)			
3.	Financial Information- Annexure-I(c)			
4.	Declaration by Bidder-Annexure-I(d)			
5.	Manpower Details-Annexure-I(e)			
6.	Expertise & Experience-Annexure-I(f)			
7.	Performance Statement (References for two organization) -Annexure-II			
8.	Masked Commercial Bid			No Price Details should be provided.
9.	Bid Form-Annexure-IV			
10.	Bid Security-Annexure-V (BG/DD for ₹75,000/-)			
11.	Technical Deviation-Annexure-VIII			
12.	Commercial Deviation-Annexure-IX			
13.	LOC-Annexure-X			
14.	Relevant documents as a proof such as PO details for the Anti-Phishing Managed Services and Anti-Malware Services and Website Defacement Monitoring Services carried out in different organization as per RFP.			
15.	Self-declaration for not being barred/ black-listed as on date of bid submission by any Regulatory / Statutory / Govt. Department / PSU/ PSE or Banks / Insurance Company in India.			
16.	Power of Attorney of the Authorized Signatory for signing the Bid on behalf of the Bidder.			
17.	Table of contents			
18.	Duly signed and stamped copy of "Acknowledgement", generated by the E-portal www.tenderwizard.com/abbank , as a proof of successful uploading of Commercial Bid (Annexure-III of RFP),			Scanned copy should be emailed to official mail-ID ho.iscell@allahabadbank.in latest by one day after closure of the bid, failing which Technical Bid will be rejected.
19.	Price of RFP @₹ 600/=			
20.	Copies of relevant certificates for the claim made.			Please provide the list. 1. 2. 3. 4.



Annexure-XII (NON-DISCLOSURE AGREEMENT)

To be submitted along with Contract form (Annexure-VII)

Non Disclosure Agreement

This Agreement made this _____ day of _____, 20__ by and between **Allahabad Bank** a body constituted under Banking companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Registered Head Office at 2,N.S.Road, Kolkata (hereinafter for brevity referred to as "**Allahabad Bank** ")

AND

_____, having its registered office at _____

(Herein after for brevity referred to as "the Recipient")

WHEREAS the Parties intend to enter into discussions with the Recipient for purposes of procuring Services/Product (hereinafter referred to as "the Purpose") from the Recipient and in order to proceed with the Purpose has agreed to provide certain Confidential Information relating to its business activities and processes as defined hereunder on a strictly confidential basis and on terms and conditions set out in these presents.

NOW THEREFORE IN CONSIDERATION of the disclosure of such Confidential Information by the Allahabad Bank, the Recipient hereby agrees and confirms as follows:-

1. The term Confidential Information for purposes of this Agreement shall mean any and all information and/data which is provided to the Recipient whether in writing, pictorially, in machine readable form, orally or by observation during the visits of the Recipient in connection with the Purpose or otherwise which may be the substance of this Agreement, financial information, know how, processes, trade secrets, schematics, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business strategies including but not limited to:
 - a) Methodologies for Implementation and Pricing, Technology Architecture including details of WAN Connectivity, LAN Conversion, Modalities for Back up and Redundancies of Server/Network Desk Tops/Peripheral etc., Telecom/LAN Infrastructure, Technology Resources, Service Models including State of the Art Infrastructure, Telecommunication Network Transition Management, Transition Processes etc.
 - b) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data, price lists, any other materials or information relating to Allahabad Bank's business and activities and the manner in which it does business;
 - c) Computer software, whether now or hereafter existing, developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or derived there from.
 - d) Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals.
 - e) Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulae, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications.



- f) All other materials or information related to the business or activities of Allahabad Bank which are not generally known to others engaged in similar businesses or activities.
 - g) All ideas which are derived from or related to the access of Allahabad Bank systems or knowledge of any of the enumerated materials and information; and
 - h) All material containing Confidential Information furnished by or obtained from the disclosing party, including without limitation, magnetic tapes, documents, manuals, specifications, flowcharts, program listings and data file printouts ("the Materials"), shall be and remain the property of the disclosing party and shall not be reproduced in whole or part without the disclosing party's express written consent. Any copies of the Materials shall become the disclosing party's property and shall contain such copyright and other proprietary rights notice or legend as appears on the original copy (hereinafter referred to as the "Confidential Information" PROVIDED THAT absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential.) such disclosures are intended to be made solely for the purpose of enabling the Recipient to evaluate such information for a possible supply of Services/Product to Allahabad Bank.
2. Notwithstanding that the purpose contemplated herein does not materialise into any formal Contract with Allahabad Bank, Recipient shall hold in strict confidence the Confidential Information and shall not, without the prior written consent of Allahabad Bank disclose the whole or any part thereof to any third party and nor shall use such Confidential Information for the benefit of any third party or for purposes, except as set forth in these presents.
 3. Recipient hereby agrees and recognises that all Confidential Information that it will receive from Allahabad Bank or Allahabad Bank may furnish to it together with any copies thereof about and relating to its business activities and processes, during the subsistence of this Agreement, are and shall be the sole and exclusive property of Allahabad Bank and shall be in possession of the Recipient only on a restrictive, non exclusive and non transferable basis under which it may use such Confidential Information solely for the purpose of evaluation for a prospective supply of Services/Product and that the Recipient shall keep the same at all times in its custody, and shall surrender the same upon completion of its evaluation or upon request by Allahabad Bank, whichever is earlier. No license or right is hereby granted to the Recipient or any third party by implication or otherwise, with respect to or under any application for proprietary rights, claims etc. of the other Party or otherwise, notwithstanding expiry of the obligations of confidence and non use as set forth herein.
 4. Nothing herein shall prevent the Recipient from receiving and using Information:-
 - a) Which is now or hereinafter through no breach of this Agreement, becomes part of the public domain; or
 - b) which, prior to disclosure by Allahabad Bank, was known to or in the possession of Recipient at the time of disclosure by other party ; or
 - c) was disclosed to any third party with the prior written consent of Allahabad Bank; or
 - d) which was acquired by the Recipient from any third party under Conditions Acquired, if any, provided that Recipient does not know or have reason to know that such information was acquired by such third party directly or indirectly from Allahabad Bank under binder of Secrecy.
 5. Nothing contained herein shall prevent the Recipient from communicating, on a need to know basis, such Confidential Information to its employees or directors or duly authorised agents as may be necessary to be disclosed pursuant to an Order of a Court of law/administrative agency of which a prompt written notice shall be given by the Recipient to Allahabad Bank to enable it to seek a protective order or otherwise prevent/restrict such disclosure AND THAT each such



employee/directors/authorized agents, shall be bound to an obligation of confidentiality and non-use with respect to the Allahabad Bank's trade secrets at least to the extent that the Recipient is bound hereunder and the Recipient shall take appropriate action (by instructions, agreement or otherwise) to inform each of them about the confidential nature of the Information and about its obligations under this Agreement. The Recipient shall be responsible for any violation of this Agreement by its, directors/employees/authorized agents.

6. Recipient shall not print, reproduce or copy, including without limitation, store in any computer or electronic system) in whole or in part, any documents or any other media containing any Confidential Information, without the prior written consent of Allahabad Bank other than copies for its officers, directors/employees/authorized agents, who are working on the Assignment.
7. Recipient recognises and agrees that in the event of breach or threatened breach of the terms of this Agreement by the Recipient and/or its agents, directors or employees, including without limitation the actual or threatened disclosure of the Confidential Information, Allahabad Bank will suffer irreparable injury and will have no adequate remedy in money terms and accordingly shall be entitled to injunctions against such breach in addition to other legal or equitable remedies available to it for such breach and for enforcement of this Agreement, all of which shall be deemed to be cumulative.
8. The Recipient shall not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information for the Purpose.
9. Miscellaneous Provisions

a) Dispute Resolution

Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a sole Arbitrator for Arbitration and the provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be Kolkata only.

b) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

c) Assignment

Recipient shall not assign its rights or obligations under this Agreement except without the prior written consent of Allahabad Bank

Any assignment or transfer of this Agreement made in contravention of this clause shall be null and void.

d) Waiver

No waiver of any provision of this Agreement shall be effective unless signed by Allahabad Bank. The failure of Allahabad Bank to exercise any right herein or to require any performance of any term of this Agreement, shall not prevent a subsequent exercise or enforcement of the term or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

e) Entire Agreement

This Agreement is the entire agreement between the Allahabad Bank and Recipient and supersedes all prior representations and agreements between the Allahabad Bank and Recipient on non-disclosure of confidential information.

No change, amendment or modification of any provision of this Agreement shall be effective unless set forth in writing and signed by both Allahabad Bank and the Recipient.

If any provision, or any part of a provision, of this Agreement is declared, or is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, then that provision or any



such part of it shall, to that extent, be deemed not to form a part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

f) Effective Date

“In witness whereof the parties have hereunto put their hands and seal at Kolkata on day mentioned herein before”

This Agreement shall be effective from the date of execution hereof.

ALLAHABAD BANK

Third Party

Signature with Seal

Date:

Signature with Seal

Date:

Witness Name		
Designation		
Signature		