



ALLAHABAD BANK

**REQUEST FOR PROPOSAL
FOR SELECTION OF VENDOR FOR PROVIDING
COMPREHENSIVE AMC OF
SERVERS, STORAGE AND OTHER HARDWARE IN BANK**

RFP Ref. No.: HO/DIT/HW-AMC/2019-20/135 dated: 21.05.2019

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DEFINITIONS AND ACRONYMS

Following terms are used in the document interchangeably to mean:

- “AMC” – Annual Maintenance Contract (**to be read as AMC/ATS in the document**)
- “ATS” - Annual Technical Support
- “BOM” -Bill Of Material
- “CBS” - Core Banking Solution
- “CMM”- Capability Maturity Model
- “CPU” - Central Processing Unit
- “C-SOC”- Cyber Security Operation Centre
- “CVC” - Central Vigilance Commission
- “DC” - Data Centre (of the Bank located at Mumbai)
- “DRS” – Disaster Recovery Site (of the Bank located at Lucknow)
- “FCB”- Final Commercial Bid
- “HO” – Head Office, (of the Bank, located at Kolkata)
- “IEM”- Independent External Monitors
- “IP”- Internet Protocol
- “ISO”- International Organisation for Standardization
- “ITB”- Instruction To Bidders
- “ITIC-K”- Information Technology Innovation Centre, (of the Bank, located at Kolkata)
- “JV”- Joint Venture
- “LAN”-Local Area Network
- “MSE”- Micro and Small Enterprise
- “NAP”- Network Access Point
- “NPCI”- National Payments Corporation of India
- “OEM”- Original Equipment Manufacturer
- “OS”- Operating System
- “PBG”- Performance Bank Guarantee
- “PM”- Preventive Maintenance
- “PSU”- Public Sector Unit
- “RBI”- Reserve Bank of India
- “RFP” - Request for Proposal
- “RRB”- Regional Rural Bank
- “SI” - System Integrator
- “SLA” - Service Level Agreement
- “TCO” - Total Cost of Ownership
- “UPI”- Unified Payments Interface



SECTION A- INVITATION FOR BIDS

1. INVITATION FOR BIDS

- 1.1. **ALLAHABAD BANK**, established in 1865, was nationalized in the year 1969 and is a leading public sector undertaking listed in BSE/NSE, hereinafter called “**The Purchaser**” or “**Bank**”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and assigns, intends to issue this Bid document, hereinafter called Request for Proposal, or “RFP”, for selection of vendors for providing Comprehensive AMC of Hardware Infrastructure (Servers, Storage and other hardware etc.) in Allahabad Bank. The Bank has implemented Core Banking Solution- B@ncs24, Trade Finance- Exim Bills, Internet Banking, Mobile Banking-emPower with TCS as the Systems Integrator for the project. Unified Payment Interface (UPI) implemented by M/s Lcode. ATM Interface Implemented by M/s FIS. New Financial Inclusion Gateway is under implementation. The Cyber Security Operation Centre (C-SOC) is also under implementation. The Bank's Data Centre (DC) is at M/s CtrlS Data Centres Limited, Plot No EL -72/1/A, TTC Industrial Area MIDC, Mahape, Navi Mumbai-400701, Disaster Recovery Site (DRS) is at 3rd Floor, Zonal Office Building Hazratganj, Lucknow (U.P.) 226001 and various NAPs are spread across the Country. Bank has 3300+ branches / offices spread across India.
- 1.2. Allahabad Bank intends to select an eligible bidder (hereinafter referred to as ‘Bidder’ or ‘Vendor’) who will provide comprehensive AMC of Servers, Storage and other Hardware (Details mentioned in Annexure XXIV) located in our Data Center (DC), Mumbai and Disaster Recovery Site (DRS), Lucknow for a period of one (1) year, herein referred to as ‘Services’. The Purchase Order will be initially issued for a period of one year and subsequent renewal will be done for another period of one year at the same rates based on satisfactory performance by Bidder. The detailed scope is given in ITB of this RFP. The Bidder would be the single point of contact for the Bank.
- 1.3. A complete set of RFP documents may be purchased by interested Bidders on the submission of a written application, from Allahabad Bank, Head Office, 2nd Floor, Department of Information Technology, 2, Netaji Subhas Road, Kolkata – 700 001, India upon payment of non-refundable fee of INR 2,000/- (INR Two Thousand only), inclusive of GST, in the form of Demand Draft or Banker's Cheque drawn on any scheduled bank in favour of ‘Allahabad Bank’, payable at Kolkata, mentioning GSTN on reverse. Only those Bidders, who purchase the RFP in their names, will be eligible for submission of bid.
- 1.4. The bidder may download the RFP documents from bank's official web-site: www.allahabadbank.in <<http://www.allahabadbank.in>> or E-tendering portal www.tenderwizard.com/abbank <http://www.tenderwizard.com/abbank>.
- 1.5. The RFP can be obtained from the following address during office hours on all working days during RFP sale period between 10.00 A.M. to 5.00 P.M, either in person or by post. The RFP Co-ordinator details are as under:

THE CHIEF MANAGER (IT)
ALLAHABAD BANK
DEPARTMENT OF INFORMATION TECHNOLOGY,
HEAD OFFICE, 2 - NETAJI SUBHAS ROAD,
KOLKATA-700001 (WEST BENGAL), INDIA
Phone No- 033-22420995



- 1.6. This tender is not transferable. Only the Bidders who have officially purchased this tender document shall be entitled to quote, subject to their fulfilling the eligibility criteria.
- 1.7. The bidders who have received the RFP through mail/ have downloaded and wants to participate in the bidding process must pay a fee of Rs. 2,000/- (Rupees Two Thousand Only), inclusive of GST, towards cost of the bid document, in the form of Demand Draft or Bankers Cheque, payable in favour of 'Allahabad Bank', payable at Kolkata.
- 1.8. The details are as under,

Sl. No.	Items	Details
1.	Bid Reference	HO/DIT/HW-AMC/2019-20/135 Dated: 21.05.2019
2.	Price of RFP (Not Refundable)	Rs. 2,000/- (inclusive of GST)
3.	Date of commencement of sale of RFP	21.05.2019 11:00 Hrs
4.	Last Date for sale of RFP	14.06.2019 15:00 Hrs
5.	Last Date for submission of Pre-Bid Queries	27.05.2019 14:00 Hrs
6.	Date and time for Pre-Bid Meeting	27.05.2019 16:00 Hrs
7.	Last Date & Time of Submission of bids	14.06.2019 15:30 Hrs
8.	Date and Time of Opening of Technical Bids	14.06.2019 16:00 Hrs
9.	Date and Time of Opening of Commercial Bids	To be notified subsequently to the technically qualified Bidders
10.	Place of submission and opening of Bids	Chief Manager -IT, Department of Information Technology, Allahabad Bank, Head Office 2 nd Floor, 2, Netaji Subhash Road, Kolkata – 700 001 , India
11.	Address for Communication and Pre-Bid Meeting	Same As Above Tel : 033 – 22420995 Email : ho.ditcbs@allahabadbank.in

- 1.9. This is a Two Bid System tender, wherein the bidder is required to submit Technical bid in physical form and Commercial bid through the online reverse auction. The original RFP (and any addendums) needs to be signed and stamped by the Bidder and has to be submitted along with the Technical Bid.
The Bidder has to submit soft copy of the complete Technical Bid, Masked copy of commercial bid without price information, Indicative Commercial Bid and Compliance to Eligibility Criteria in Microsoft Office / Open Office format on CD/ DVD along with the hard copy of technical bid.
- 1.10. All Technical Bids must be accompanied by a Bid Security for INR 2,00,000/- (INR Two Lac only) as specified in Annexure-VII and must be delivered at the above office on or before specified date and time indicated above. This security will remain in force up to and including 60 days after the period of the bid validity.



- 1.11. MSEs (Micro and Small Enterprise) are exempted from paying the Tender Fee and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs, the provisions as per Government of India shall be considered while evaluating the tender. The bidder to note that, in the current RFP splitting of order is not applicable.
- 1.12. Each Bidder is eligible for submitting only one Bid in response to this RFP.
- 1.13. Technical Bids will be opened in the presence of the Bidder's representatives who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and the Indicative Commercial Bids of technically qualified Bidders will be opened in the presence of the technically qualified Bidder's representatives on separate date and time which will be notified separately.
- 1.14. No further discussion/ interface will be granted to Bidders whose bids have been disqualified.
- 1.15. Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever
- 1.16. In case of any discrepancy noticed within the RFP at a later stage, the discretion of the Bank shall prevail and be binding on the Bidder.
- 1.17. Disclaimer**
 - 1.17.1. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the evaluation process detailed in the RFP.
 - 1.17.2. While this section is a Preface to the entire document, the following sections are meaningfully segregated for better understanding of the document. The section headings or any other headings do not have any contractual sequence and the submission of responses should be based on the total understanding of the document.
 - 1.17.3. The responses should be comprehensive enough to cover the requirements envisaged in the document and all supporting Annexure. The Bidder is advised to consult the RFP document and all its supporting Annexure to arrive at a solution for proposing to the Bank, and in developing technical and commercial responses.
 - 1.17.4. The RFP for all intents and purposes is final. However, Bank reserves the right to bring about any changes in requirements / scopes and the same will be communicated to the Bidders well in advance so as to allow the Bidders sufficient time to prepare their proposal.

**CHIEF MANAGER (IT)
ALLAHABAD BANK
HEAD OFFICE
DEPARTMENT OF INFORMATION TECHNOLOGY
KOLKATA-700001 (WEST BENGAL), INDIA**



SECTION B- INSTRUCTION TO BIDDERS (ITB)

2. ABOUT ALLAHABAD BANK

- 2.1. **ALLAHABAD BANK** ('the Bank') was established on 24th April 1865 in Allahabad. In the year 1969, the Government of India nationalized 14 commercial banks and Allahabad Bank was one of them. For operational convenience, the Head Office of the Bank was shifted from Allahabad to Kolkata in 1923.
- 2.2. The Bank is a leading Public Sector Commercial Bank based in India. The Bank offers a range of financial services including Cash Management Services, Depository Services, Corporate Agency arrangements, Rupay/Visa debit cum ATM card, Internet Banking, Mobile Banking, Point Of Sale (POS), Bank Assurance and Mutual Fund, Real Time Gross Settlement(RTGS), Immediate Payment Settlement system(IMPS), Unified Payment Interface (UPI), Gold Card scheme for exporters, National Electronic Fund Transfer (NEFT), Government Business, Credit Card business (proposed), E-commerce payments etc. The bank operates through four business segments, namely, Treasury, Corporate / Wholesale Banking, Retail Banking, Financial Inclusion and Other Banking.
- 2.3. As on Jan 31, 2019, the Bank has a network of around more than 3300 Domestic Branches/Offices. The Bank also has an Overseas Branch at Hong Kong.
- 2.4. The Bank has Core Banking Solution Office (CBSO), Data Center (DC) & Near Disaster Recovery Site (Near DR) in Navi Mumbai, IT Innovation Centre (ITIC) in Kolkata and DR Site in Lucknow.
The CBS implementation of the Bank was completed on 18th December 2010. The CBS software is Bancs24, supplied and maintained by M/s Tata Consultancy Ltd (TCS). Core Infrastructure for the Centralized Banking Solution is hosted at the Data Center (DC) and Disaster Recovery Site (DRS). DC & DRS are operational on 24 x 7 basis and have necessary infrastructure for that.
- 2.5. The Bank has one Regional Rural Bank – Allahabad U.P. Gramin Bank, and two JVs ASREC & Universal Sampo General Insurance Co. Ltd.
- 2.6. The Bank will open branches, offices from time to time & may also promote/acquire Associates/JVs as and when required.

3. BACKGROUND & OBJECTIVE

- 3.1. Now, Bank is planning to select a vendor for providing onsite comprehensive AMC/ATS of the aforesaid hardware which is located in our DC and DRS for a period of one year. Purchase Order will be initially issued for a period of one year and subsequent renewal for another period of one year will be done at the same rates, based on satisfactory performance. The details of the hardware i.e. make and model, quantity, location etc is mentioned in Annexure XXIV.
- 3.2. The equipment should be maintained in good working order and the AMC/ATS vendor should correct any faults and failures in the equipment.
- 3.3. AMC/ATS vendor shall repair or replace worn or defective parts as per our requirements stated in this document without charging anything extra to the bank other than the comprehensive AMC charges and various charges explicitly mentioned herein.



4. ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank
1.	Bidder should be a Registered entity / Company in India for a minimum period of 5 (five) years as on 31-03-2019. In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account.	Copy of Certificate of Incorporation issued by the Registrar Of Companies and Articles of Association should be submitted.
2.	<p>Bidder should have an average business turnover of at least INR 1.50 Crore during the last three financial years (i.e. 2015-16, 2016-17, 2017-18). Further, the Bidder should have earned net profit in at least one out of three preceding financial years (i.e. 2015-16, 2016-17, 2017-18) as per the audited financial statements and should have a positive net worth of at least INR 1.50 Crore in last financial year i.e. 2017-18. This must be the individual company turnover and not of any group of companies/subsidiaries.</p> <p>Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).</p>	Copy of Audited Balance sheets and Profit & Loss statements for the financial years 2015-16, 2016-17, 2017-18 along with the certificate duly certified by the Chartered Accountant and details as per Annexure – XXI
3.	<p>The bidder should have their own office / support centres in Lucknow and Mumbai.</p> <p><i>(In case the bidder does not have its own office/support centre in any of the aforesaid locations, Bidder shall open it within 30 days from the date of issuance of Purchase Order. An undertaking for the same is required to be submitted Further, in such case, Annexure-XVI shall be submitted by the Bidder within 30 days from the date of issue of PO along with all relevant documentary proof regarding existence of office and also the details of the resources working there. Only after receiving these documents, the contract shall be signed).</i></p>	Details of own offices / service centres should be provided as per Annexure-XVI
4.	<p>Bidder should have maintained the following items in at least one Scheduled Commercial Bank in India (excluding RRBs/ Co-operative Bank) with more than 1000 Branches during last three years as on date of submission of the Bid/ tender:</p> <ol style="list-style-type: none"> 1) Minimum 10 nos of Servers 2) Minimum 2 nos of Storage 3) Minimum 3 nos of HSM (Safenet) 	<p>Documentary proof from the concerned Organization like Purchase Order confirming maintenance of the items and Contract completion certificate to be submitted along with self declaration by the bidder.</p> <p>Customer credential also to be submitted mentioning the items are currently in use and the services of Bidder are/were satisfactory.</p>



Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank
5.	<p>The Bidder should be an OEM or an authorized supplier of OEM of the proposed Hardware items along with AMC/ATS support.</p> <p>Note: (1) The bidder can be an authorized supplier of an OEM or OEM itself, but both OEM and its authorized supplier cannot bid simultaneously for the same item/product. (2) If a bidder submits a bid on behalf of the OEM, the same bidder cannot submit a bid on behalf of another OEM for the same item/product.</p>	<p>Manufacturer authorization form /certificate signed by the authorized signatory of OEM as per Annexure XXIII</p> <p>In case of Authorized supplier, letter of authorization /Manufacturer Authorization Form (MAF) should be submitted along with technical bid. The authorization letter should mention that if authorized partner fails to meet the obligation for items supplied under this tender, then OEM should undertake to support directly/ support through other authorized partner during the contract period.</p>
6.	<p>The Bidder should not have been debarred/blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions in last 3 years as on the date of the submission of bid/tender.</p> <p>Bidder should not be involved in any litigation which threatens the solvency of the company Bidder should comply with government's rules and regulations like Minimum Wages Act.</p>	<p>Bidder should submit an Undertaking (To be submitted as Annexure –XVIII and Annexure XXII.</p>
7.	<p>Bidder shall ensure back to back availability of support from OEM at Mumbai & Lucknow and should have presence of dedicated teams in these cities to be able to provide efficient and effective support at the banks premises.</p> <p>OEM should meet all the terms & conditions of contract in case SI (Bidder) is not being able to fulfill its obligations.</p>	<p>Details of Proposed Team as per Annexure – X to be submitted and details of offices as per Annexure XVI to be submitted.</p> <p>OEM should submit an Undertaking on organization's letter head.</p>
8.	<p>Bidder/OEM should not be owned or controlled by any Director or Employee (or relatives) of Allahabad Bank.</p>	<p>Self-Declaration by Bidder/OEM on the company's letter head is to be submitted.</p>
9.	<p>Bidder company should have valid ISO 9001:2008 or higher OR ISO 27001:2013 or higher quality certification.</p>	<p>Copy of the relevant document</p>

POCs done will not be treated as experience of the Bidder.

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

5. CONTRACT PERIOD



The Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of one year. Purchase order shall be issued to the selected vendor for a period of one year. Bank shall renew the contract at the same rates, for a period of another one year, subject to review and satisfactory services from the selected vendor

6. SCOPE OF WORK

The scope of work of this RFP envisages to provide comprehensive AMC/ATS cover to the existing hardware as mentioned in Annexure XXIV which is located at Bank's Data Centre, Navi Mumbai and DRS, Lucknow as detailed below:

- 6.1. Bidder shall provide comprehensive AMC/ATS for all the hardware provided as part of this proposal. ATS/AMC should be comprehensive in nature with service support through web/ telephone and/ or email in between 0600 and 2200 Hours on all clearing operation days of the Bank and also during special clearing window as and when established by RBI/NPCI/ other statutory body. Further, if the problem still remains unresolved after telephonic help, then vendor has to arrange for on-site visit to resolve the same.
- 6.2. List of Servers and other hardware to be covered under comprehensive AMC/ATS are given in Annexure XXIV. The vendor should go through the entire list and its configuration before quoting the bid price. The vendor should make available the genuine spare parts of the same OEM or compatible equivalent and should ensure availability of the same at all times during the contract period; necessary stocks may be maintained to ensure swift and immediate availability (An undertaking to this effect to be given by the bidder).
- 6.3. Installation/re-installation, configuration/re-configuration of the hardware/software/OS etc is to be carried out by the bidder during the AMC period at no additional cost to the Bank, whatsoever the reason thereof.
- 6.4. Services offered shall be in accordance with the service instructions and standard practise of OEM
- 6.5. The offer must include comprehensive on-site support (at no additional cost to the bank) during the AMC/ATS period.
- 6.6. All parts of the Servers/ Storage/other hardware are covered under the Comprehensive AMC/ATS. If any part needs to be replaced to resolve complaints, the same should be replaced with equivalent or higher configuration which is compatible. Replacement should be done at no cost to the bank. Bank shall not provide any spare parts or any additional cost for the same.
- 6.7. ATS/AMC should have back to back OEM active support with supporting documents. The bidder should provide letter from OEM confirming that the vendor/ bidder has entered into an arrangement for back to back AMC/ATS support from OEM. The bidder has to also provide a letter from OEM confirming that the OEM will provide URL and required credentials (minimum for two users) for online verification of AMC status of any equipment, without any cost to the Bank. All the aforesaid documents should be provided failing which the AMC/ATS payment will not be released.
- 6.8. Further, in case the equipment is taken for repair, Bidder shall provide a standby (of equivalent configuration) so that the normal functioning of the Bank is not affected.
- 6.9. Cost of all spares and labour charges should be borne by the vendor under AMC/ATS.



- 6.10. The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the Bidder during the period of ATS/AMC.
- 6.11. The services offered through Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure mentioned as part of the RFP till completion of contract.
- 6.12. The AMC/ATS will be done for the equipment at “as is where is” basis. If required, vendor shall visit all our locations and verify the hardware details before commencing the AMC/ATS contract. This will be termed “preliminary visit”. It shall be done at no expense to the bank. All items will be treated as perfectly working at the time of starting the contract.
- 6.13. All patches, upgrades and updates shall be available and implemented during AMC/ATS at no extra cost to the Bank
- 6.14. Well trained engineers for hardware and software (wherever applicable) are to be arranged by the Vendor.
- 6.15. In case of significant failures of specific component, failed component has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the Bank’s day to day functioning and in a mutually convenient time. The proactive action plan is required to be .submitted well in advance. The Bidder is required to ensure that this kind of situation never arises.
- 6.16. The Vendor shall provide support for the mentioned hardware in case they are shifted to any other location at no extra cost.
- 6.17. The vendor shall maintain service log book and record the nature of service rendered during each trouble shoot by service representative and the same shall be duly signed by the Bank official.
- 6.18. The vendor shall conduct quarterly Preventive maintenance of all the hardware/health checkup mentioned in Annexure XXIV and submit the maintenance reports along with the invoices. Bidder shall carry out preventive maintenance at least once in quarter in consultation with the Bank’s team during the warranty period as well as the subsequent AMC/ATS period. Preventive Maintenance will include replacement of worn-out parts, checking diagnostic etc. For preventive maintenance (PM), bidder should carry their own clean kits including cleaning materials required for completion of PM activity. AMC/ATS Payment for the period shall be released only on receipt of the quarterly Preventive Maintenance Report
- 6.19. Vendor shall coordinate with OEMs for support for configuration issues, hardware replacement etc. Services to be provided through professionally qualified engineers having expertise in hardware installation and maintenance.
- 6.20. Bidder shall provide on-site support during quarterly DR drills or as per the requirement of the Bank.
- 6.21. Bidder shall provide required help during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.
- 6.22. At the end of the AMC/AT contract period, the vendor shall handover all the equipment in proper and operational condition without pending jobs.



- 6.23. The service provider shall not assign any subcontractor for execution of any work involved without written permission of Bank

7. CONFIDENTIALITY AND SECURITY:

- 7.1. Access to customer information by the staff of the bidder will be on 'need to know' basis i.e., limited to those areas where the information is required in order to perform the AMC/ATS activities.
- 7.2. Bidder shall be able to isolate and clearly identify the bank's customer information, documents, records and asset to protect the confidentiality of the information. In instances, where service provider acts as an outsourcing agent for multiple banks, care should be taken to build strong safeguards so that there is no co-mingling of information/documents, records and assets.
- 7.3. Bidder shall submit documented contingency plans to ensure business continuity of complete operations.

8. MONITORING AND AUDIT:

- 8.1. Bank's IT security Policy in vogue should be followed in spirit which includes password management, change management, backup, patch update etc.
- 8.2. Audit logs should be retained and made promptly available, as and when required during the life cycle of data retention.
- 8.3. Strict user access controls should be incorporated in the proposed solution both in physical and logical environment.
- 8.4. Bank is implementing Security Operation Centre (SOC) wherein monitoring of all critical servers mainly application & database servers would be done for its security, uptime/ downtime, performance, user access to system, parameter changes, etc would be monitored based on different logs from servers and devices. For integration of SOC with the system, the bidder is required to support and provide tools (if any for log generation viz., logs of system, database etc and pushing the same to SOC to facilitate integration) at no additional cost to the Bank. Bidder shall ensure creation of secure repository of logs for current and future analysis, which will be provided to the Bank as and when required.
- 8.5. IT assets, Management of the same, documentation, version control, configuration / parameter controls, etc. should meet standards and expectations of ISO 27001 level, as the Bank is in the process of acquiring the same for our DC/DR.
- 8.6. Bidder should comply with all the points with respect to Vendor Risk Management (Annex-1 Point No11) as mentioned in RBI Circular Ref No:RBI/2015-16/418 DBS.CO/CSITE/BC.11/33.01.001/ 015-16 dated 02-06-2016. As mentioned in the aforesaid circular, Bidder should consider to take steps in maintaining confidentiality, integrity and availability of the data owned by the Bank specially customer information, irrespective of whether the data is stored/in transit within themselves or with customers or with the third party vendors.

9. INCIDENT MANAGEMENT AND RESPONSE MANAGEMENT:



The bidder should provide a mechanism for incident management and responding to incidents. The bidder should also define an escalation matrix for escalation of incidents in the event that it is not resolved within the defined time frame. The bidder should also provide periodic reports to Bank detailing the various incidents reported, divided category wise along with steps taken to resolve the same and response time for the same. The bidder should provide access to the incident management system to the authorized users of Bank.

10. PATCH MANAGEMENT:

The bidder must ensure that the hardware are updated with patches as and when they are released after due testing. Critical patches should be applied immediately. The bidder should keep track of the patches applied and report them to Bank at periodic intervals. The bidder should ensure that the application of any patch would not adversely affect the operations of the Bank as a whole and not just network. Sufficient care has to be taken to ensure that patch application does not result in a downtime. Periodic vulnerability assessments should be done to check for the appropriate updates.

11. SERVICE LEVEL AGREEMENT (SLA)

- 11.1. Bidder need to strictly adhere to Service Level Agreement (SLA). Services delivered by bidder should comply with the SLA mentioned below
- 11.2. Service Levels will include Availability measurements and Call resolution Time parameters. The Vendor shall provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every quarter containing the summary of all incidents reported and associated Bidder performance measurement for that period. The same shall also be attached with the AMC/ATS invoice. Bidder shall use an appropriate tool for the purpose of such reporting.
- 11.3. The tools to perform the audit to be provided by the Bidder. Audits will normally be done on regular basis or as required by Company and will be performed by Bank or Bank appointed third party agencies.
- 11.4. Method for calculation of resolution time starts from the call logging by CBS Office/ DC / DRS/ through e-mail / telephone / Web interface etc till the issue is resolved. Successful Bidder has to provide Escalation Matrix details as per Annexure- XVII.
- 11.5. **Calculation of Uptime**
Service Levels are calculated based on the Uptime of the solution, which is calculated on monthly basis as

$$\{ \text{Total Minutes in the Month} - \text{Downtime in minutes} \} \times 100 / \text{Total Minutes in a Month}$$

- i. All the infrastructure of Data Center and Disaster Recovery site will be supported on 24x7x365 basis.
- ii. The total minutes in the month are calculated as $60 \times 24 \times$ No. of days in the month for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.



- iii. "Downtime" is the actual duration (in minutes) for which the Bank was unable to perform any of the defined functions on the servers/storage etc which were shut down, due to System or Infrastructure failure as defined by Bank and agreed by the Bidder.

11.6. **Availability Measurements**

The Bidder will take total responsibility for the fault free operation and on-site support (at no additional cost to the bank) & maintenance (without any extra cost) of the mentioned hardware during the AMC/ATS period. The bidder will accomplish preventive and breakdown maintenance activities to ensure that the hardware is working without defect or interruption of operation and ensure 99% uptime (reported on monthly basis) for 24x7x365 operations. If anytime the uptime goes below 99%, Bank shall levy a penalty of 0.1% of the cost of AMC / ATS for every 0.1% or part thereof reduction in uptime. The penalty shall be applicable for each location (DC/DR) separately. The amount of penalty in a year for particular item will be maximum upto 10% of the AMC value of that item. The amount of penalty will be recovered from maintenance charges payable or bank guarantee held with the purchaser

11.7. **Call Resolution and Response Time**

Bidder shall provide response to calls (either through web/ telephone/ email) within 1 (one) hour from the call registration process. The call should be closed and the issue registered should be resolved that within 24 hours from the call registration process. In case the issue is not resolved within the stipulated time, there shall be a penalty of Rs. 500 per day per equipment. Further, in case the equipment is taken for repair, Bidder shall provide a standby (of equivalent configuration) so that the normal functioning of the Bank is not affected.

Penalty is not applicable for reasons attributable to the Bank (e.g. power outages, network connectivity disruptions, etc.), Force Majeure causes and pre-planned Preventive Maintenance activities. However, the onus of proof lies with the Bidder.

11.8. **Penalty for delay in Preventive Maintenance during AMC/ATS period**

- i. The Vendor shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of the equipment and prices of the equipments like brush and others should be borne by the vendor) once at least in every 90 days in addition to the normal maintenance required. The original PM reports duly signed and stamped both by the concerned office of Bank and the vendor (for all the quarters) should be submitted to the Purchaser's Office at the time of submission of AMC invoices for payment
- ii. If the Bidder fails to carry out quarterly preventive maintenance during AMC/ATS period as per RFP Terms and submit the PM reports, the Bank shall impose a penalty of Rs.10,000/- for each incidence, subject to maximum of 10% of the vendor's support cost for the year.
- iii. The total penalty amount in a year for particular item will be maximum upto 10% of the AMC value of that faulty item



- iv. The Bidder shall be required to intimate the PM schedule / plan (with expected downtime details) to the Bank at least 7 days in advance to enable the Bank to initiate suitable course of action, calculate downtime for SLA requirements, etc. accordingly.

12. MANUFACTURER'S AUTHORIZATION FORM :

Bidders other than sole agents in India of the manufacturers must submit a letter of authority from their manufacturers Annexure – XXIII that they have been authorized to quote on behalf of the manufacturer.

13. LANGUAGE OF BID

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Bank shall be in English language only.

14. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the Bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. The Bidder should also submit an undertaking to the effect that they have not made any modifications in the original copy of RFP and his/her bid would be liable for rejection for any violation of the above.

15. ERASURES AND ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except what is necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

Filling up of the information using terms such as OK, ACCEPTED, NOTED, AS GIVEN IN BROCHURE / MANUAL, etc. is not acceptable.

16. PRE BID MEETING

- 16.1. Only the prospective bidders, **who have purchased a copy of the RFP**, will be eligible to attend a pre-bid meeting to be held as per schedule details mentioned in the RFP. Upto a maximum of two representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the Bank, at its discretion, may permit any additional representative of any prospective bidder or any representative of manufacturer of the related equipment to attend the pre-bid meeting.
- 16.2. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. Bidders are requested to send their queries in the format mentioned in Annexure-XII relating to RFP to our office by e-mail/ fax / speed post / courier, well in advance (at least two days prior to



the Pre Bid Meeting), so that the same could be discussed during the Pre-Bid meeting with interested Bidders. The Bank will have 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.

- 16.3. Clarifications including the text of the questions raised (without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the RFP.
- 16.4. Authorization Letter to be submitted as per Annexure XI.
- 16.5. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

17. AMENDMENT OF RFP

- 17.1. Any modification of RFP, which may become necessary, as a result of the Pre Bid meeting or otherwise, shall be made by the Purchaser, exclusively through the issue of an Addendum/Corrigendum.
- 17.2. At any time, prior to the submission of bids, the Bank at its discretion for any reason, whether at its own initiative or in response to the clarification requested by the Bidder, may modify the RFP, by amendment.
- 17.3. All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or fax or by email and will be binding on them
- 17.4. In case of amendment (s) taking place in RFP, the Bank at its sole discretion may extend the deadline for the submission of bids, to ensure availability of reasonable time to the prospective bidders for preparing their Bids.

18. TENDER SUBMISSION- GENERAL DETAILS:

18.1. Tender Document and Fee:

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with non-refundable fee of Rs.2,000/- (Rupees Two Thousand Only), inclusive of GST, in the form of Demand Draft or Banker's Cheque in favour of Allahabad Bank, payable at Kolkata and / or necessary MSE documents towards relaxation(s).

Chief Manager - IT
Allahabad Bank
Head Office, Department of Information Technology
2nd Floor, 2 NS Road,
Kolkata-700 001
Tel: 033 – 22420995
Email: ho.ditcbs@allahabadbank.in

The bidder may download the RFP documents from bank's official web-site : www.allahabadbank.in
<<http://www.allahabadbank.in>> or E-tendering portal www.tenderwizard.com/abbank
<http://www.tenderwizard.com/abbank>.



18.2. Bid Security:

The Bidder(s) must submit Bid Security at the time of submission of the technical bid in the form of Bank guarantee as per format given in Annexure-VII issued by Public / Private Sector Bank in India (other than Allahabad Bank), acceptable to the Bank, in favour of ALLAHABAD BANK payable at Kolkata for an amount mentioned hereunder, on which no interest will be paid by the Bank:

Particulars of Job to be undertaken	Bid Security Amount
Comprehensive AMC of Hardware viz. Servers, Storage, Other hardware etc.	Rs. 2,00,000/- (Rupees Two Lac only)

The bid security is required for protecting the Purchaser against risk of bidder's conduct during the period of bid validity.

The bid shall remain valid for 180 days after the scheduled date of opening of Technical Bid prescribed by the Bank. Therefore, the bid security will have to be submitted for a period of (180+60) days. A bid valid for a shorter period shall be rejected by the Bank as non responsive.

Non-submission of Bid Security will lead to outright rejection of the Offer.

The BID SECURITY of unsuccessful Bidders will be returned to them on completion of the Bidder selection process. No interest will be payable on bid security amount. The BID SECURITY of successful Bidder(s) will be returned on submission of Performance Bank Guarantee of specified amount.

The Bid Security may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of Technical bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful Bidder, if the Bidder fails:
 - To sign the contract in the form and manner to the satisfaction of THE BANK.
 - To furnish performance Bank Guarantee in the form and manner to the satisfaction of THE BANK.
 - To perform, in accordance with the terms and conditions of the RFP or Contract

18.3. Performance Bank Guarantee

The Bank will require the selected Bidder to provide a Performance Bank Guarantee (PBG), within 21 days from the date of issue of purchase order/Letter of Intent (LOI), for a value equivalent to 10% of the AMC cost . The PBG should be valid for 1 years plus 180 days. In case the Bank renews the contract for another one year, the Bidder should furnish a fresh PBG/amend the same PBG with 10% of the contract value for another period of one year + 6 months. The Performance Guarantee shall contain a claim period of six months from the last date of validity. In case the selected Bidder fails to submit performance



guarantee within the time stipulated, the Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. The Performance Bank Guarantee shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public / Private Sector Bank in India (Other than Allahabad Bank), acceptable to the Bank, in the Annexure VIII provided in the Bid.

19. TWO BID SYSTEM TENDER

Bidders are required to submit the Sealed Technical Bid along with the Masked Commercial Bid without price details and sealed Indicative Commercial Bid in physical form on or before the last date and time mentioned in RFP, whereas the Commercial Bid will be Online Reverse Auction, the date for the same will be informed to technically qualified bidders.

19.1. Submission of Technical Bid -

19.1.1. The RFP response (Technical Bid) should be provided in two envelopes in duplicate (One Original and One Copy) duly sealed and super-scribed as follows:

- a. **Technical Bid** - "Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank"- Technical Bid" shall be duly marked as "DO NOT OPEN BEFORE (date)"
- b. **Compliance to Eligibility Criteria** (Annexure VI) – "Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank "- Technical Bid - Compliance to Eligibility Criteria"
- c. **Masked Commercial Bid** (Annexure-IV) - "Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank" – Masked Commercial Bid"
- d. **Indicative Commercial Bid** (Annexure-V) Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank"- Indicative Commercial Bid shall be duly marked as "DO NOT OPEN BEFORE (date)"

19.1.2. Sealed separate envelopes carrying the technical Bid (including compliance to eligibility criteria), Masked Commercial Bid and Indicative Commercial Bid should be put in a single outer cover (one each for Original & Copy bids) duly sealed and super-scribed "Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank "- Original / Copy Bid" (as the case may be) and be submitted at the Bank's address given in RFP. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

Note:

- a. There should be two outer envelopes i.e. Original Bid and Copy Bid, each with one set of Technical Bid, Eligibility Criteria, Masked Commercial bid & Indicative Commercial Bid.
- b. If the outer cover / envelope is not sealed and super scribed as required, the Bank will assume no responsibility for bid's misplaced or premature opening.



- c. All Claims made by the Bidder will have to be backed by documentary evidence.

19.1.3. All envelopes must be super scribed with the following information:

- a. Name of Bidder
- b. RFP Reference
- c. Type of Envelop (Technical Bid, Eligibility Criteria , Masked Commercial Bid or Indicative Commercial Bid)
- d. Original Bid/ Copy Bid

19.1.4. ENVELOPE - I - Technical Offer

The Technical Offer should be completed in all respects and should contain all information asked for in the exact format of technical specifications given in the RFP, except prices. The Technical Offer must not contain any price information. However, the Masked Commercial Bid without price information is to be submitted along with the Technical Bid. The Bank, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

- a. Table of Contents (Annexure I)
- b. Tender Forwarding Letter (Annexure – II) along with Power of attorney or Board Resolution of authorised signatory
- c. Valid Bank Guarantee as BID SECURITY (Annexure – VII)
- d. Proposed Team (Annexure X)
- e. Letter giving details of authorized representatives (Annexure XI).
- f. Bidder's Information (Annexure-XV)
- g. Details of Offices/Branches/Service support centres (Annexure XVI)
- h. Escalation Matrix (Annexure-XVII)
- i. Conformity/Undertaking letter (Annexure – XVIII).
- j. Letter of Authority to participate in Reverse Auction (Annexure –XIX)
- k. Business rules for reverse auction (Annexure XX)
- l. Bidder Turnover and Profits (Annexure XXI)
- m. Litigation Certificate (Annexure XXII)
- n. Manufacturers Authorisation Form (Annexure XXIII)
- o. Valid Bank Draft/ Pay order as RFP document price if tender document Is downloaded from Bank's website
- p. Copy of Technical Bid
- q. CD (R)/DVD which contains soft copy of all above documents
- r. RFP and addendums (if any) signed and stamped
- s. Any other documents deemed necessary.



19.1.5. ENVELOPE - II - Compliance to Eligibility Criteria

This envelope should contain Bidder's response to the eligibility criteria specified in the RFP and supporting documents which demonstrate the compliance to eligibility criteria.

This should contain at least the following,

- a. Compliance to Eligibility Criteria (Annexure-VI) – All relevant documents like Certificate of Incorporation, Audited Financial Statements, P& L statements, Customer credentials, CMM/ISO Certification letter, all other self-certified letters, as mentioned in the RFP should be submitted along with annexure.
- b. Any other documents deemed necessary.

19.1.6. ENVELOPE - III - Masked Commercial Bid

The Bidder should enclose a copy of the **Masked Commercial Bid (as per the format provided in Annexure - IV)** without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

19.2. Submission of Indicative Commercial Bid and Reverse Auction:

19.2.1. ENVELOPE- IV- Indicative Commercial Bid

The Bidders should enclose a sealed copy of the **Indicative Commercial Bid (as per the format provided in Annexure- V)** with the prices along with the Technical Bid, duly signed and stamped by the authorized signatory, latest by last date and time of submission of bids.

The Indicative Commercial Bid should contain the Price Information only and to be submitted strictly as per the format provided in Annexure-III.

19.2.2. The Bank will adopt e-Tendering process for conducting reverse auction process for the Commercials of RFP. The vendor for e-Tendering process is M/s Antares Systems Limited and the portal address for the same is www.tendervizard.com/abbank, wherein the necessary details for e-Tendering process are available.

19.2.3. The date and time for opening Indicative Commercial Bids shall be informed separately to technically qualified Bidders.

19.2.4. Indicative Commercial Bid of only those Bidders will be opened who qualify in Technical evaluation & subsequently reverse auction will be conducted on the total cost of ownership over the contract period of 1 year. After the completion of reverse auction, the successful bidder is required to provide the final commercial bids (FCB) with breakup in next two days, matching the reverse auction price for commercial evaluation. The FCB will comprise of the Total cost of Ownership for Bank (TCO).The Bidder shall not add any condition / deviation in the commercial bid. Any such condition / deviation may make the bid liable for disqualification.



19.2.5. The prospective Service providers/ Bidders are advised to register with the E-Tendering Portal (www.tenderwizard.com/abbank). The Bidder should also possess valid Class III Digital Signature Certificate which is a Mandatory requirement.

19.2.6. In case of any clarification/assistance Bidder may contact the following representatives of M/s Antares Systems Ltd. before the schedule time of Online Reverse auction process.

<u>Contact Persons</u>	<u>Mobile No.</u>
Mr. Tousik Ghosh	09674758724
Mr. Kushal Bose	07686913157
<u>E-mail:</u>	<u>kumarchandan@antaressystems.com</u>
	<u>debrajsaha@antaressystems.com</u>
	<u>kushal.b@antaressystems.com</u>
	<u>tousik.g@antaressystems.com</u>

20. DEADLINE FOR SUBMISSION OF BIDS

- 20.1. Bidders must ensure that their Technical Bids along with other essential documents are received by the Bank at the address specifies, no later than the time and date mentioned in the schedule details. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the bids will be received upto the appointed time on the next working day.
- 20.2. Bank may at its discretion extend the deadline for submission of bids by amending the RFP in accordance with the RFP, in which case all rights and obligations of the Purchasers and Bidders previously subjected to the deadline will thereafter be subject to the deadline as extended.

21. BID OPENING

- 21.1. As the technical bid will be evaluated first for technical suitability, Bank will open only the Technical Bids as per the schedule mentioned in the RFP, in presence of the representative of the Bidder. The Indicative Commercial Bids of Only Technically qualified Bidders will be opened at a later date, subsequent to Technical Evaluation. The Bank will notify the date and time of opening of Indicative Commercial Bids and Reverse Auction to the technically qualified Bidders.
- 21.2. Opening will be taken in a register against name, name of the company and with full signature.
- 21.3. Each Bid will be numbered serially, signed and dated by two officers of the Bank except printed literature, brochure and reports.
- 21.4. Alterations in the bids, if any, made by the Bidder/ companies would be signed legibly to make it perfectly clear that such alterations 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. The Bidder should bring such alteration in notice of Bank at the time of opening of Bid, failing which such alterations would not be acceptable to the Bank.
- 21.5. 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.



- 21.6. Bids and modifications, if any, 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.

22. PRELIMINARY SCRUTINY

- 22.1. Allahabad Bank will examine/scrutinize the bids to determine whether the bids 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.
- 22.2. Bids without proper documents showing the tie-up arrangements with the partners involved in the supply of the total solution shall be treated as non-responsive.
- 22.3. Arithmetical errors will be rectified on the following basis. "If there is a discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected."
- 22.4. The Bank, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all Bidders and Allahabad Bank reserves the rights for such waivers.
- 22.5. Prior to the detailed evaluation, Allahabad Bank 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 and conditions of the RFP without material deviations. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 22.6. If a Bid is not substantially responsive, it will be rejected by Allahabad Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23. CLARIFICATION OF OFFERS:

In order to facilitate scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Service providers for clarifications on the offer made by them. The request for such clarifications and the Service provider's response shall necessarily be in writing. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project.

24. NO DEVIATION

The bidder is required to put in a no deviation undertaking as per Annexure XVIII. Bank, at its own discretion may either accept or reject any deviations mentioned by the Bidder. Any assumption, deviation or exclusion submitted by us in the proposal which is contradictory to the RFP stands null and void, if Bank not accepts the same.

25. EVALUATION OF BIDS

- 25.1. **Objective of Evaluation Process**



- 25.1.1. The evaluation by Allahabad Bank will be undertaken by an Internal Committee formed by the Bank. The bank may consider recommendations made by External Experts/Consultants on the Evaluation. The decision of the committee shall be final.
- 25.1.2. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. This shall be binding on all Bidders and the Bank's decision in the matter will be final
- 25.1.3. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.
- 25.1.4. Bank may call for any clarifications/additional particulars on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. Allahabad Bank also reserves the right to conduct Reference Site Visits at the Bidder's client sites. Through this Request for Proposal, Bank aims to select a Bidder/ application provider who would undertake the designing and implementation of the required solution. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of services with performance levels set out in this RFP with a Service Level Agreement.
- 25.1.5. The Bank has adopted a two bid process in which the Bidder has to submit (1) Technical Bid (including *Indicative Commercial Bid and Masked Commercial Bid*) within the time as stipulated in the RFP and (2) Commercial Bid (*as per Reverse Auction*), schedule will be informed to the technically qualified bidders at the later stage. The Bank shall evaluate the Technical Bids (including Eligibility Criteria) initially. Indicative Commercial Bids of only Technically qualified bidders will be opened at a later stage which will be advised to all the technically qualified bidders. Subsequently reverse auction will be conducted for the commercials based on the Total Cost of Ownership (for 1 year) as per Annexure.
- 25.1.6. **Adherence to Terms and Conditions**, The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. The bidder is required to put in a no deviation bid as per Annexure-XVIII>. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.
- 25.1.7. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and



functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc

25.2. Evaluation of Technical Bids

- 25.2.1. Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the pre-qualification criterion.
- 25.2.2. Bank will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Bank's discretion.
- 25.2.3. The Technical Bids opened will be evaluated by the Bank on the basis of following criteria -
 - a) Completeness of the Technical bid (including eligibility criteria) in all respects and availability of all information/details.
 - b) Point to point conformity of the goods offered, to the Technical and functional specifications provided in the RFP.
- 25.2.4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
- 25.2.5. Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

25.3. Evaluation of Commercial Bids

- 25.3.1. The Bidders who qualify both Eligibility Criteria along with Functional and Technical evaluation will be allowed to participate in the reverse auction for finalizing the L1 Bidder.
- 25.3.2. The Indicative commercial Bids of the technically qualified bidders (as per the preceding sections of this RFP), will be opened & evaluated by the Purchaser. Subsequently Allahabad Bank shall publish a date for the reverse auction to the technically qualified bidders. The guidelines for the reverse auction are mentioned in Annexure-XX
- 25.3.3. Evaluation of all eligible bidders will be done in Indian Rupees only.
- 25.3.4. The indicative commercial bid may be used for arriving at the ceiling price for the reverse auction. Bids quoting unrealistic prices for any of the solution will be rejected at the discretion of the bank. However Bank at discretion may also decide the starting bid for reverse auction.
- 25.3.5. In case, only one bidder quotes price during the on-line commercial Reverse Auction process, the prices mentioned in indicative commercial bid (in physical form) submitted by the other technically qualified bidders will be treated as their final price during the commercial evaluation. The bidder will be finalized and selected as per laid down guidelines in the RFP/Tender document.
- 25.3.6. After the completion of reverse auction, the L1 bidder is required to provide the final commercial bids (FCB) within two days, matching the reverse auction price for commercial evaluation. The FCB will comprise of the Total cost of Ownership for Bank (TCO). The bidder with the lowest commercials will be declared successful L1 bidder and shall be awarded the contract/ purchase order.



- 25.3.7. Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.
- 25.3.8. The Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained. Bank's decision on award of contract shall be final and binding on all Bidders.
- 25.3.9. Successful Bidder should provide with the price break up and detailed commercials within two working days, which should be duly signed and stamped by the authorized signatory of the Bidder.
- 25.3.10. Any variation between online reverse auction price and the signed document will be considered as sabotaging the tender process and will invite disqualification of Bidders to conduct business with Bank as per prevailing guidelines.
- 25.3.11. The Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process at any stage. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders

26. AWARD CRITERIA

After completing the commercial evaluation process, the Purchaser will award the contract to the Successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid through e-tendering. If necessary, Purchaser may negotiate with lowest evaluated bidder to bring down the prices to the reasonable level.

27. PERIOD OF VALIDITY OF THE BID

Bids shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided 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.

28. ADDRESS OF COMMUNICATION

Offers / bid should be addressed to the Bank at the address given in the RFP.

29. EXERTING UNDUE INFLUENCE

Bidder shall NOT contact Allahabad BANK on any matter relating to this bid, from the time of the submission of commercial bid to the time the contract is awarded. Any effort by a Bidder to influence Allahabad Bank's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

30. SIGNING OF THE BID



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

31. COSTS OF PREPARATION & SUBMISSION OF BID

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

32. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Bank reserves the right to accept or reject any offer without assigning any reason thereof. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidders. The bank reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, 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 bank's action. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by the bank's notification of rejection of bid.

33. NO COMMITMENT TO ACCEPT ANY LOWEST OR ANY TENDER

The Bank will be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers, without assigning any reason whatsoever. Purchaser will not be obliged to meet and have discussions with any Bidder and/or to listen to any representations.



SECTION C- GENERAL TERMS AND CONDITIONS OF CONTRACT

34. DEFINITION:

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

- a) **"The Contract"** means the AGREEMENT entered into between the Purchaser and the bidder, 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 **"Contract Price"** means the price payable to the bidder under the contract for full and proper performance of its contractual obligations.
- c) **"Services"** means repair and maintenance service for the computer hardware/software and other obligations of the bidder covered under the Contract.
- d) **"The Purchaser"** means Allahabad Bank.
- e) **"The Bidder"** means the individual or firm supplying the goods and services under the contract.
- f) **"Day"** means calendar day.

35. 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 that same language.

36. APPLICABLE LAW:

The contract shall be interpreted in accordance with the laws prevalent in India.

37. NOTICES:

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
DEPARTMENT OF INFORMATION TECHNOLOGY
2, NS ROAD, KOLKATA-700001

Bidder : To be filled in at the time of contract signing

A notice shall be effective when delivered or on the notice's effective date, whichever is later

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post, then on expiry of seven days from the date of posting.



38. AWARD OF CONTRACT

38.1. Notification to Bidder

The final decision on the vendor will be taken by the Bank. Before the expiry of the period of validity of the proposal, the Bank shall notify the successful Bidder in writing by registered letter or by fax or by hand-delivery or by e-mail, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance as per Annexure-XIII within seven (7) days of receipt of letter from the bank and thereafter, enter into agreement / Contract within 30 days of receipt of notification of the acceptance of bid.

38.2. Signing of AMC Agreement

The notification of the acceptance shall be followed by submission of Performance Bank Guarantee and signing of the Contract. The Bidder should sign the AMC Agreement (Annexure-XIV). The signing of AMC Agreement will amount to award of contract.

The signing of AMC Agreement shall be completed within 30 days of receipt of notification of the acceptance of bid.

38.3. Discharge of Bid Security

Upon acceptance of the notification of acceptance by the Bidder, the Bank shall promptly request the Bidder to provide Performance Bank guarantee. Bid Security of successful Bidder shall be discharged on the Successful Bidder signing the Contract/Agreement and upon furnishing the Performance Bank Guarantee. The Bid Security of unsuccessful bidders shall be discharged and returned by the bank on completion of the bidding process.

39. PAYMENT

39.1. Payment Terms

Selected Bidder will have to submit relevant documents at the Bank's office along with request letter for payment.

Terms of Payment will be as under:

- a. No advance payment will be made. Payment shall be made quarterly in arrears.
- b. All taxes to be paid will be subject to GST applicability. TDS will be applicable.
- c. If the GST paid by the Bank is not uploaded on tax authority's GST portal within a stipulated period, then the same will be deducted from the subsequent payments to the selected service provider.

39.2. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, Head Office. However, Bills would be payable, on receipt of advice/confirmation for satisfactory AMC/ATS services from the concerned offices. Further, Vendor should submit the quarterly Preventive Maintenance Reports along with the invoices, failing which the payment will not be released.



All hardware and related software etc should be maintained with back to back 24*7 support from the respective OEMs by the Bidder till the end of contract period. All payments will be released after only after submission of proof for the same along with invoices, request for payment and other related documents.

40. EXPENSES FOR THE CONTRACT

The incidental expenses for execution of Agreement / Contract shall be borne by the successful Bidder.

41. FAILURE TO ABIDE BY THE AGREEMENT / CONTRACT

The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach/ violation thereof will entail termination of the Contract without prejudice to the other rights of the Bank including recovery of penalties as specified in this RFP or Agreement/ Contract.

42. PRICES

Prices payable to the successful Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations. The Bidder will pass on to the Bank, the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

43. PRICE DISCUSSION

It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted. The Bank also reserves the right to enter into price discussions with the OEMs of applications and other components and the Vendor.

44. SUCCESSFUL BIDDER'S INTEGRITY

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

45. INTEGRITY PACT

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Vendors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. To ensure transparency, equity and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement an agreement between the prospective bidders/vendors and the Bank. Further, all bidders need to submit an "Integrity Pact" (duly sealed & signed) as per Annexure-XXV of the RFP, on non judicial stamp paper of appropriate value in its technical bid. For the above pact, The Bank has appointed two (02) Independent External Monitors (IEM).



The name, address and contact details of IEMs nominated for the Bank is as under:

Shri Asutosh Mishra, IAS (Retd.) Plot No. 3, Prashasan Nagar, Road No. 72, Jubilee Hills, Hyderabad – 500110 Landline : 040-23551585 Email Id : kunu_mishra@yahoo.co.in	Dr. Bhushan Chander Gupta, IAS (Retd.) 116, New Moti Bagh, New Delhi – 110023 Landline : 011-24105366 Email Id: bcgupta2000@yahoo.com
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Signing of the Integrity Pact with the bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this RFP and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any Bidder/Vendor not submitting the prescribed undertaking (Integrity Pact) or submitting the same with deviations/ amendments thereto will be disqualified from further evaluation / participation in the process of relative procurement.

46. SUCCESSFUL BIDDER'S OBLIGATIONS

- 46.1. The successful bidder is obliged to work closely with the bank's staff, act within its own authority and abide by the directives issued by the Purchaser and implementation activities.
- 46.2. The bidder is responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanours on their part or on the part of the Sub Contractors.
- 46.3. The Bidder will treat as confidential, all data and information about the bank, 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.

47. USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 47.1. The Bidder shall not, without the bank'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 Bidder 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.
- 47.2. The Bidder shall not, without the bank's prior written consent, make use or make copies etc. of any document or information except for purposes of performing the Contract.
- 47.3. Any document, other than the Contract itself shall remain the property of the bank and shall be returned (in all copies) to the bank on completion of the Bidders' performance under the Contract, if so required by the bank.



48. TERMINATION FOR DEFAULT:

The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default of 30 days sent to the Supplier, terminate the Contract in whole or in part:

- a. If the Bidder fails to deliver any or all of the Goods and Services within the time period(s) specified in the Contract, or within any extension thereof granted by the Bank or
- b. If the Bidder breaches any of its obligations set forth in RFP/ Contract.
- c. If the Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d. At the discretion of the bank with prior notice.
- e. In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the supplier shall be liable to the Bank for any excess costs for such similar Goods and/or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

49. CONTRACT TERMINATION/CANCELLATION:

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

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days within the contract period.
- d. If deductions on account of Service Level Penalties reaches 20% of the total contract price.
- e. In case the selected Bidder fails to deliver the quantity/quality as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- f. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, The Bank reserves the right to get the balance contract (remaining work) executed by another party of its choice by giving three months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which The Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- g. The 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.

50. CONSEQUENCES OF TERMINATION

- 50.1. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise. The Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available



steps to minimize loss resulting from that termination/breach, and further allow and assist any other person / organization as may be selected by the Bank to take over the obligations in relation to the execution / continued execution of the scope of the Contract.

- 50.2. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank, the Bidder herein shall be obliged to provide all such assistance to any person / organization as may be required and as the Bank may specify including training, where the successor(s) is a representative / personnel of the Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term / earlier termination hereof.
- 50.3. Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise.
- 50.4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

51. FORCE MAJEURE

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

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

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

52. CONFIDENTIALITY

The Bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Bidder has also to agree:

- 52.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by THE BANK;



- 52.2. To only make copies as specifically authorized by the prior written consent of The Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 52.3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and to treat all Information as Confidential Information.

53. EXECUTION OF NON-DISCLOSURE AGREEMENT

The successful Bidder should execute Non-disclosure Agreement (NDA) as per Annexure-IX within one month from the date of acceptance of Letter of Appointment.

54. ARBITRATION

- 54.1. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - b. The matter will be referred for negotiation between Authorized Official of the Bank and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- 54.2. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The Decision of the majority, shall be final and binding.
- 54.3. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- 54.4. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.



54.5. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

55. JURISDICTION

Arbitration proceedings shall be held in Kolkata, India.

56. AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with The Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the Bank.

57. CANCELLATION OF TENDER PROCESS

Allahabad Bank reserves the right to accept any of the offers or reject in part or full any or all offers, without assigning any reason thereof. Any decision of Allahabad Bank in this regard shall be final, conclusive and binding upon the Bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, 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 Bank's action. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

58. PUBLICITY

Any publicity by the Bidder in which the name of The Bank is to be used should be done only with the explicit written permission of The Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

59. CORRUPT OR FRAUDULENT PRACTICES:

59.1. 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;

a. "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

b. "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.

- 59.2. 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.
- 59.3. 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.

60. ARBITRATION

All disputes and differences of any kind whatever arising out of or in connection with this agreement shall be referred to arbitration by sole arbitrator. The sole arbitrator shall be appointed by mutual consent of both the parties; in case of disagreement, then the arbitration shall be conducted by panel of three arbitrators, one to be nominated by each party and the two appointed arbitrators shall upon consensus appoint a presiding arbitrator, before commencing the arbitration proceedings. Decision of the arbitrator or the panel shall be final. Such arbitration is to be governed by the provision of the Indian Arbitration Act, 1996, and its rules, as amended from time to time.



SECTION D - SPECIAL CONDITIONS OF CONTRACT

61. DEFINITION:

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

- a) "The Contract" means the Agreement entered into between the Purchaser and the Bidder, 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 Goods" means all of the equipment, machinery, and/or other materials including peripherals and software, which the Bidder is required to maintain in terms of the purchase order placed upon the Bidder by the Purchaser under the Contract.
- c) "Services" means repair and maintenance service for the computer hardware/software and other obligations of the bidder covered under the Contract
- d) "The Purchaser" means Allahabad Bank.
- e) "The Bidder/vendor" means the individual or firm supplying the goods and services under the contract.
- f) "Day" means calendar day.

62. 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 that same language.

63. APPLICATION:

These Terms & Conditions shall apply to the extent that they are not superseded by provisions in specific purchase order placed by the Purchaser.

64. CALL COORDINATOR

- 64.1. There should be single person of contact of the Bidder's Company for our offices to inform down calls and lodge complaints. This person may or may not be exclusively earmarked for our bank, but should be a permanent staff of the company and should be reachable over phone and email provided by the company. This person will be known as "Call coordinator" throughout this document.
- 64.2. Call coordinator should have at least two years' experience in Hardware and Operating Systems troubleshooting field and capable of communicating with the branch staffs in fluent English & Hindi.
- 64.3. Call coordinator shall lodge down-calls as informed by bank and provide a unique docket number for each case. They need to coordinate with their field team to rectify the complaints as per SLA prescribed by the bank, failure of which will attract penalties as mentioned in this RFP.
- 64.4. Call coordinator shall maintain details of all open/closed cases and produce the status as and when required by bank. They should make sure that any pending down calls is closed only after the required maintenance activities are fully completed.



65. LODGING COMPLAINTS

- 65.1. The bank official who is informing the company about the complaint shall be termed "bank contact person". Bank contact person will inform the complaint details to the call coordinator through email or telephone. The case should be acknowledged and unique docket number to be provided to the concerned immediately.
- 65.2. No amount of remote diagnosis or telephonic support shall be used in response to our complaints. Field team should be promptly assigned to visit the location and rectify the complaint.
- 65.3. It should be ensured by the vendor that no call is getting closed without email confirmation from 'bank contact person' as to their satisfaction in the resolution offered. Call coordinator should keep these email records for future reference.
- 65.4. Any complaints which found to be closed without bank's confirmation will be treated as pending since the original date of lodging the complaint and penalty will be imposed.

66. MAINTENANCE STANDARDS

- 66.1. All field team visiting our offices should be employees of the company, the staff strength and posted locations are to be mentioned in your response to our RFP.
- 66.2. All repair and maintenance services described herein shall be performed by qualified maintenance engineers who are completely familiar with the equipment which they are dealing with. They shall be competent enough to install or rectify all the Servers under their AMC service to the satisfaction of the bank. They may be guided by the call coordinator for any technical assistance.
- 66.3. Field team or any service team shall not unnecessarily contact our office to raise queries on service matters. Maximum concerns should be dealt by the call coordinator or competent alternative in the vendor company. However, the call coordinator may contact us for guidance on any matter which is not yet clarified.
- 66.4. Vendor should ensure that disks / pen drives used by their engineers during repair / maintenance should be free from any computer virus or malware. In case it is conclusively proved that the Server has been infected through the said means, the expenses incurred by the bank for restoring the system and data will be recovered from the vendor by any suitable means.
- 66.5. Repair work for any faulty Server shall be carried out at onsite basis. If such repair is unsuccessful, vendor may take the Server to their nearest service centre to perform the repairs. However, in such cases, standby Server of equal specification should be provided by the vendor and made working so that bank work may not be affected due to the down time.

67. TAXES AND DUTIES

- 67.1. The Bidder will be entirely responsible to pay all taxes including GST, corporate tax and income tax, duties, license fees, octroi, road permits etc. in connection with delivery of goods at site including incidental services and commissioning.
- 67.2. 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 Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.
- 67.3. GST, Octroi / Entry Tax / equivalent local authority cess, applicable shall be paid / reimbursed on actual basis on production of bills. Further, receipts of such payments made to relevant authorities must be produced for Octroi / Entry Tax / equivalent local authority cess. The Bank will not pay any other taxes, cost or charges. In case of any discrepancies found in filing of the tax returns to respective tax authorities, due to which Bank is unable to get the CENVAT credit, the Bank shall deduct the discrepant tax amount from the subsequent payments.

68. INCIDENTAL SERVICES:

The Bidder will be required to provide the following services -

- a) Timely and proper maintenance of the hardware
- b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the equipment.

69. SPARE PARTS:

- 69.1. The Bidder shall carry sufficient inventories to assure ex-stock supply of consumables and spares at the concerned support site(s). Bidder shall ensure the availability of after sales service for period of seven years.
- 69.2. If any of the peripherals, components are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent or higher capacity at no additional charges to the Purchaser.

70. INDEMNITY

- 70.1. The Bidder hereby indemnifies Bank, and shall always keep indemnified and hold Bank, its employees, personnel, officers, directors, representatives (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against Bank as a result of:
- Bank's authorized/ bonafide use of the Deliverables and/ or the Services provided by Bidder under this RFP;



- and/ or an act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations (including delivery of equipment and performance of service) of the Bidder under this RFP;
- and/ or claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against Bank;
- and/ or breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP;
- and/ or any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;
- and/ or breach of confidentiality obligations of the Bidder contained in this RFP;
- and/ or willful negligence or gross misconduct solely attributable to the Bidder or its employees or sub-contractors.
- Non-compliance of the Bidder with Laws/ Governmental Requirements
- IP infringement under any laws including Copyrights Act 1957 and IT Amendment Act 2008
- Loss of data due to any of the reasons mentioned above

70.2. The Bidder shall at its own cost and expenses defend or settle any such claim against Bank, provided Bank notifies the Bidder in writing. The Bank shall cooperate with the Bidder in the defense and settlement of the claims.

70.3. It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.

70.4. On its part, the Bank will promptly relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.

70.5. The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software as well. Software offered must be licensed and original.

70.6. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities

71. BIDDER'S LIABILITY



- 71.1. Bidder aggregate liability in connection with the obligations undertaken as a part of RFP regardless of the form or nature of the action giving rise to such liability (whether in contract or otherwise), shall be at actual and limited to the value of the total Contract. This limit shall not apply to third party claims for
- IP infringement indemnity.
 - Bodily injury (including death) and damage to real property and tangible personal property caused by bidder's gross negligence.
- 71.2. Bidders liability in case of claims against the Bank resulting from misconduct/fraud or gross negligence of bidders, its employees and sub-contractors or from infringement of patents, trademarks, copy rights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- 71.3. Bidder will declare and undertake that the Bank shall not be held liable for and shall stand absolved of any responsibility or claim/litigation arising out of the use of any third party equipments/software supplied by bidder as a part of the RFP.

72. ORDER CANCELLATIONS:

The Purchaser reserves the right to cancel the order in the event of one or more of the following circumstances—

- If quarterly Preventive Maintenance has not been carried out properly.
- Breach by the Bidder of any terms and conditions of tender.
- If the Bidder goes into liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, the purchaser reserves the right to forfeit the Security Deposit/Performance guarantee submitted to the purchaser by the Bidder.

73. MINIMUM WAGES

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. Bidder should submit confirmation for Government Rules relating to Minimum wages as per Annexure-XVIII.

74. PENALTY

- 74.1. The Bidder shall perform its obligations under the agreement entered into with The Bank, in a professional manner.
- 74.2. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 74.3. Bank may impose penalty to the extent of loss incurred, if the loss was due to the actions directly attributable to the staff of Bidder.



- 74.4. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, The Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 74.5. Failure to maintain uptime SLA will attract penalty on the Bidder.
- 74.6. **The overall penalty is limited to 20% of the total contract value. FM resources penalties would be on actual basis, over and above all penalties with no cap.**

75. CONFLICT OF INTEREST

The Bidder shall disclose to The Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

76. OWNERSHIP AND RETENTION OF DOCUMENTS

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

77. COMPLIANCE WITH LAWS:

Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and their employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

78. COMPLIANCE IN OBTAINING APPROVALS/PERMISSIONS/LICENSES:



The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes during the duration of the Contract or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and their employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands or liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court or appropriate authority awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.





E. ANNEXURE

ANNEXURE- I – TABLE OF CONTENTS

The Bid should contain the following

<u>Sr No</u>	<u>Particulars</u>	<u>Proforma Given</u>
1	Tender forwarding letter	Annexure- II
2	Masked Commercial Bid Format and Indicative Commercial Bid	Annexure IV and Annexure V
3	Cost of RFP (Demand Draft)	Vendor to provide
4	Compliance to Eligibility Criteria of Bidders	Annexure VI
5	Bid Security (Bank Guarantee) Format	Annexure – VII
6	Proposed Team	Annexure- X
7	Authorization Letter	Annexure- XI
8	Bidder Information	Annexure –XV
9	Details of Offices/ Branches/ Support Centres	Annexure- XVI
10	Escalation Matrix	Annexure- XVII
11	Conformity/Undertaking Letter	Annexure XVIII
12	Letter of Authority to participate in Reverse Auction	Annexure XIX
13	Business Rules for Reverse Auction	Annexure XX
14	Bidder Turnover and Profits	Annexure XXI
15	Litigation Certificate	Annexure XXII
16	Manufacturers Authorization Form	Annexure XXIII
17	Proposed AMC For Existing Hardware Along With Their Technical Specifications	Annexure XXIV
18	Copy of the tender document along with RFP and addendums (if any) duly sealed and signed on all the pages of the document.	Vendor to provide
19	CD (R) containing soft copy of the Technical Bid in MS Word	Vendor to provide

Authorized Signatory
Name: Designation:
Bidder's Corporate Name & Address
Phone number and email



ANNEXURE-II TENDER OFFER FORWARDING LETTER

Tender Reference No.: HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

Date:

The Chief Manager (IT)
Department of Information Technology
Allahabad Bank, Head Office,
2 NS Road,
Kolkata – 700 001

Dear Sir,

Sub: Your Request For Proposal For Providing Comprehensive AMC Of
Servers, Storage And Other Hardware In Bank

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank in Allahabad Bank as per your purchase order.

In the event of our selection by the Bank for Providing Comprehensive AMC of Servers, Storage And Other Hardware In Bank, we will submit a Performance Bank Guarantee for a sum equivalent to 10% of the TOO as per Annexure VIII to the bank valid for a period of one year in favour of Allahabad Bank. In case of the expiry of PBG within this period, we shall furnish a fresh PBG.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank anytime before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept any offer that the Bank may receive. Further, we understand that the Bank may reject any or all of the offers, without assigning any reason therefore.

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 agree that the Bank will have Single Point of Contact with us, at the address stated below, for the entire goods and services to be delivered by us in case our bid is accepted.

Address of Bidder for Single Point of Contact: _____

We enclose the following Demand Drafts/Pay Orders/BGs:

DD /PO No. Dated for Rupees 2,000/- (Rupees Two Thousand only) issued by Bank, Branch in favour of Allahabad Bank, on(date), payable at Kolkata as Cost of RFP Document & -/BG No. _____ Dated _____ for Rs. 2,00,000/- (Rupees Two Lac only) issued by Bank Branch, in favour of Allahabad Bank, as BID SECURITY.

Dated this day of 2018

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of

Note: The Bidder shall necessarily provide a copy of "Power of Attorney"/ True Copy of Resolution authorising the signatory for signing the Bid on behalf of the Bidder in its Bid.



ANNEXURE-III COMMERCIAL BID FORMAT

RFP Ref No: HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

Sr No	Item	Qty	Unit Price	Year 1	Year 2	Total
		(P)	(Q)	(R = P x Q)	(S)	Y= (R+S)
DC (MUMBAI)						
1	CISCO Server 8 Core	3				
2	CISCO Server 4 Core	3				
3	Dell PowerEdge Server 8 Core	8				
4	Storage EMC	1				
5	Storage Hitachi Unified	1				
6	SAN Switch Silkworm 3250	2				
7	SAN Switch EMS DS300B	2				
8	KVM Switch	1				
9	Tape Library	1				
10	Dell L2 Network Switch	2				
11	HSM card	4				
12	Backup Device	2				
SUB TOTAL (DC MUMBAI) (A)						
DR (LUCKNOW)						
1	Dell PowerEdge Server 8	7				
2	CISCO Server 4 Core	1				
3	CISCO Server 8 Core	3				
4	Storage Hitachi Unified	1				
5	Storage EMC	1				
6	SAN Switch EMS DS300B	2				
7	SAN Switch Brocade 320	2				
8	KVM Switch	1				
9	Juniper L2 Network Switch	2				
10	Dell L2 Network Switch	2				
11	CISCO Lan Switch	2				
12	HSM card	1				
13	Backup Device	1				
14	GateWay	2				
15	Tape Drive	1				
SUB TOTAL (DR LUCKNOW) (B)						
GRAND TOTAL (A+B)						

Note :

- i. Reverse Auction shall be held for a value of Grand Total(E), which shall decide L1. The L1 will be required to furnish a breakup as per above tables within two days of conclusion of the reverse auction
- ii. The above price shall be valid for a period of two years
- iii. All prices to be in Indian Rupee (INR) only. Price quoted should be inclusive of all taxes, levies, duties, charges etc except GST (CGST / SGST/ IGST), which will be paid extra at actual. Bidder has to show the bifurcation/ details of applicable GST (CGST/SGST/IGST) in every invoice.
- iv. TCO must be quoted in WORDS AND FIGURES



- v. Bank will not pay any labour charges for transportation etc separately.
- vi. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost. In case of discrepancy between unit price and Total price, the unit price shall prevail
- vii. AMC/ATS will include onsite support for all the hardware with back to back OEM support quoted under this RFP including Hardware, Software, Database, etc.
- viii. The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.





ANNEXURE-IV MASKED COMMERCIAL BID FORMAT
(To be included in Technical Bid)

RFP Ref No HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

Masked Bill of Material without price information for Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank should be submitted in the format mentioned in Annexure III.

Masked Commercial Bid should not contain price information. Bidder to put 'XXX' mark wherever prices are quoted.





**ANNEXURE V- SCHEDULE OF PRICES (INDICATIVE COMMERCIAL BID
(To be included in Technical Bid)**

RFP Ref No: **HO/DIT/HW-AMC/2019-20/135** dated 21-05-2019

Indicative Commercial Bill of Material with price information for Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank should be submitted as per Annexure III.





ANNEXURE VI- COMPLIANCE TO ELIGIBILITY CRITERIA OF BIDDERS

(To be submitted on Company's Letter Head)

RFP Ref No.: HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

Date:

<<Name of the Bidder>>

Sr. No.	Eligibility Criteria	Compliance (Yes/No)	Documentary Evidence to be submitted to the bank
1.	Bidder should be a Registered entity / Company in India for a minimum period of 5 (five) years as on 31-03-2019. In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account.		Copy of Certificate of Incorporation issued by the Registrar Of Companies and Articles of Association should be submitted.
2.	Bidder should have an average business turnover of at least INR 1.50 Crore during the last three financial years (i.e. 2015-16, 2016-17, 2017-18). Further, the Bidder should have earned net profit in at least one out of three preceding financial years (i.e. 2015-16, 2016-17, 2017-18) as per the audited financial statements and should have a positive net worth of at least INR 1.50 Crore in last financial year i.e. 2017-18. This must be the individual company turnover and not of any group of companies/subsidiaries. Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).		Copy of Audited Balance sheets and Profit & Loss statements for the financial years 2015-16, 2016-17, 2017-18 along with the certificate duly certified by the Chartered Accountant and details as per Annexure – XXI
3.	The bidder should have their own office / support centres in Lucknow and Mumbai.		Details of own offices / service centres should be provided as per Annexure-XVI
4.	Bidder should have maintained the following items in at least one Scheduled Commercial Bank in India (excluding RRBs/ Co-operative Bank) with more than 1000 Branches within last three years as on date of submission of the Bid/ tender: 1) Minimum 10 nos of Servers 2) Minimum 2 nos of Storage 3) Minimum 3 nos of HSM (Safenet)		Documentary proof from the concerned Organization to be submitted like Purchase Order confirming maintenance of the items and Contract completion certificate to be submitted along with self declaration by the bidder. Customer credential also to be submitted mentioning that the services of Bidder are/were satisfactory.



Sr. No.	Eligibility Criteria	Compliance (Yes/No)	Documentary Evidence to be submitted to the bank
5.	<p>The Bidder should be an OEM or an authorized supplier of OEM of the proposed Hardware items along with AMC support.</p> <p>Note: (1) The bidder can be an authorized supplier of an OEM or OEM itself, but both OEM and its authorized supplier cannot bid simultaneously for the same item/product. (2) If a bidder submits a bid on behalf of the OEM, the same bidder cannot submit a bid on behalf of another OEM for the same item/product.</p>		<p>Manufacturer authorization form /certificate signed by the authorized signatory of OEM as per Annexure XXIII</p> <p>In case of Authorized supplier, letter of authorization /Manufacturer Authorization Form (MAF) should be submitted along with technical bid. The authorization letter should mention that if authorized partner fails to meet the obligation for items supplied under this tender, then OEM should undertake to support directly/ support through other authorized partner during the contract period.</p>
6.	<p>The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions in last 3 years as on the date of the submission of bid/tender.</p> <p>Bidder should not be involved in any litigation which threatens the solvency of the company Bidder should comply with government's rules and regulations like Minimum Wages Act.</p>		<p>Bidder should submit an Undertaking (To be submitted as Annexure –XVIII and Annexure XXII).</p>
7.	<p>Bidder shall ensure back to back availability of support from OEM at Mumbai/Lucknow and should have presence of dedicated teams in these cities to be able to provide efficient and effective support at the banks premises.</p> <p>OEM should meet all the terms & conditions of contract in case SI (Bidder) is not being able to fulfill its obligations.</p>		<p>Details of Proposed Team as per Annexure –X to be submitted and details of offices as per Annexure XVI to be submitted.</p> <p>OEM should submit an Undertaking on organization's letter head.</p>
8.	<p>Bidder/OEM should not be owned or controlled by any Director or Employee (or relatives) of Allahabad Bank.</p>		<p>Self-Declaration by Bidder/OEM on the company's letter head is to be submitted.</p>
9.	<p>Bidder company should have valid ISO 9001:2008 or higher OR ISO 27001:2013 or higher quality certification.</p>		<p>Copy of the relevant document</p>

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date:



ANNEXURE VII-FORMAT FOR BANK GUARANTEE FOR BID SECURITY
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

Bank Guarantee No.

Date:

To :

The Chief Manager (IT)
Allahabad Bank ,Head Office,
Department of Information Technology,
2, Netaji Subhas Road, Kolkata – 700 001, India

WHEREAS _____ (hereinafter called “the Bidder”) having its registered office at _____ has submitted its bid dated _____ (date of submission of bid) and undertaken for RFP For Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank_ (hereinafter called “services”) in response to RFP Ref No **HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019** for Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank.

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of the registered office of the bank situated within territorial limits of India) (hereinafter called “the Bank”) which expression, unless it be repugnant to the meaning or context thereof, also include his successor and assign, are bound unto ALLAHABAD BANK a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at 2, N.S. Road, Kolkata 700001 (hereinafter called “the Purchaser”), which expression, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and assign, in the sum of Rs. _____ (Rupees _____ Only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

(a) If a Bidder withdraws its bid during the period of bid validity;

Or

(b) If Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information and/or

(c) In case of the Successful Bidder, if the Bidder fails or refuses:

i) to sign the Contract in accordance with RFP;

Or

ii) to execute, perform with the terms and conditions of RFP and contract.

Or

iii) to furnish performance security in accordance with RFP

AND WHEREAS we have agreed to give the Bidder a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder, up to a total of Rs.2,00,000/- (Rupees Two Lacs Only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit Rs.2,00,000/- (Rupees Two Lacs Only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____ 2018.

Sealed with the common seal of the said Bank this _____ day of _____, 20____.



Notwithstanding any other term contained herein

- a) this bank guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to (Rs. 4,00,000/-).

Date:

Place :

SEAL

Code No.

SIGNATURE.

NOTE :

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. 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-VIII-FORMAT FOR PERFORMANCE BANK GUARANTEE

(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

Bank Guarantee No. _____

Date: _____

To :

The Chief Manager (IT)
Allahabad Bank, Head Office,
Department of Information Technology,
2, NS Road, Kolkata – 700 001, India

WHEREAS _____ (hereinafter called "the Bidder") having its registered office at _____ has submitted its bid dated _____ (date of submission of bid) for providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank

in response to Allahabad Bank's Request for Proposal (RFP) No. **HO/DIT/HW-AMC/2019-20/135** dated **21-05-2019** and thereafter issuance of Notification of Award vide ref no _____ of the aforesaid RFP.

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of the registered office of the Bank situated within the territorial limits of India) (hereinafter called "the Bank") which expression, unless it be repugnant to the meaning or context thereof, also include his successor and assign, are bound unto ALLAHABAD BANK a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at 2, N.S. Road, Kolkata (hereinafter called "the Purchaser"), which expression, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and assign, in the sum of Rs. _____ (Rupees _____ Only) for which payment will 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____.

AND WHEREAS we have agreed to give the Bidder a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder, up to a total of Rs. _____/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. _____/- (Rupees _____ Only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____ 20XX.

Notwithstanding any other term contained herein

- this bank guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- the total liability of Bank under this guarantee shall be limited to (Rupees _____).

Date: _____

Place : _____

SEAL

Code No. _____

SIGNATURE.

NOTE :

- BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
- STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA



ANNEXURE IX NON-DISCLOSURE AGREEMENT

(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

RFP Ref No: **HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019**

THIS AGREEMENT made and entered into at Kolkata on this the....day of.....2018 Between **ALLAHABAD BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at -----hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... Hereinafter called the "Vendor" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is *inter-alia* engaged in the business of banking and has been procuring hardware/software for various banking operations.

M/s.....Limited has been engaged in the business of providing comprehensive AMC for hardware items in Allahabad Bank.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between them. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietor information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

"**Confidential Information**" means and includes all data, documents and information disclosed or to be disclosed by either Party to other Party and its Representatives (as defined herein) (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

"Receiving Party" means the party who receives the confidential information and is obligated to keep it secret.

"Receiving Party" may use the information solely for and in connection with the Purpose.

"Disclosing Party" means party who discloses Confidential Information.

2. Use of Confidential Information



Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not use or disclose for any purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- Is or becomes publicly known through no unauthorized act of the Receiving party.
- Is rightfully received from a third party without restriction and without breach of this agreement.
- Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples,



note or modules thereof.

The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any confidential information by the Bank to the Vendor, the Bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by the Vendor is either granted or implied by the conveying of confidential information.

6. Return of Confidential Information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement or information received under this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the Bank. The Vendor shall not reverse-engineer, de-compile, disassemble, or otherwise interfere with any software disclosed hereunder.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder or any such other relief/remedies as are otherwise available to the disclosing party as per law.

8. Entire Agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder, shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.



10. Indemnity

The Vendor will indemnify the Bank against all actions, proceedings, Claims, suits, damages and any other expenses for causes attributable to Vendor in connection with purchase of Hardware/software/goods under this contract. The total liability of the Vendor under the contract will not exceed the total cost of the project.

11. Dispute Resolution Mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Kolkata, India.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Kolkata.

13. Governing Laws

The provisions of this agreement shall be governed by the laws of India.

14. Authority to Execute the Contract

Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

In witness whereof, the parties hereto have set their hands through their authorized signatories.

SIGNED :

For and on behalf of BANK

For and on Behalf of

Ms.



ANNEXURE X-PROPOSED TEAM

RFP Ref No: HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

Bidder Implementation Capability for the Proposed Solution:

Requirement	Response
Current strength of employees in the vendor organization with experience in similar projects	
Does the team possess in-depth knowledge of the industry and is thereby capable of bringing independent market knowledge to the bank?	
Certifications possessed by the Bidder in connection with the quality of internal processes and services delivered/ methodology used in delivery	
Approach to ensure adequate quality control throughout the course of the project	

A. Team Profile

Sr. No.	Location	Name of Proposed Project Manager/ Team leaders /Proposed Team members	Position proposed for (Project Director/Team Leader/Team Member)	Professional qualifications and Certifications/ Accreditations	Total years of experience in similar projects	Please provide details about the projects undertaken and responsibilities on the project etc.)

Please enclose Documentary proofs to substantiate the claims made.

Note:

- Include details of locationwise team members who will be involved in the project.
- Relevant experience refers to the experience of the employee on either exactly the same product / set of products being proposed or on similar projects.
- **Proposed team structure** with count, profile and skills to be provided by Bidder along with proposed solutions profile, skills etc. to be provided in RFP response

Place:

DATE:

SEAL AND SIGNATURE OF THE BIDDER



ANNEXURE XI-AUTHORIZATION LETTER FORMAT

(On the Organization's Letter Head)

Place:

Date:

Chief Manager (IT),
Department of Information Technology
Allahabad Bank, Head Office,
2, Netaji Subhas Road,
Kolkata – 700 001, (W.B.)
India

Dear Sir,

SUB: Authorization Letter for attending the Pre-Bid Meeting/Bid opening.

Ref: Your RFP Ref. No: HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

This has reference to your above RFP For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank according to the Industry Best Practices and Guidelines of RBI. Mr. / Ms. _____ is hereby authorized to attend the Pre-Bid Meeting/ Bid opening & to discuss with you on behalf of our organization.

The specimen signature is attested below.

_____ Specimen Signature of Mr. /Ms.

Signature of Authorizing Authority

Name & designation of Authorizing Authority

Attested Photograph of
the Authorized
representative

Name and designation of Attesting Authority

Note: This Authorization letter is to be carried in person and shall not be placed inside any of the Bid covers



ANNEXURE XII PRE BID QUERY FORMAT

RFP Ref No: HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

Sl. No	Page no. of RFP	Clause/section No.	RFP Text/Clause	Bidder's Query	Response to Query (to be left blank by the vendor)



ANNEXURE XIII NOTIFICATION OF ACCEPTANCE

Note: This letter should be on the letterhead of the Bidder and should be signed by an authorized person.

Date:

Chief Manager (IT)
Department of Information Technology
Allahabad Bank, Head Office,
2, Netaji Subhas Road,
Kolkata – 700 001, (W.B.)
India

Dear Sir/ Madam,

Subject: Response to RFP Ref No: **HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019**

REF: Your Letter No: - _____ Date _____.

This has reference to your letter on the subject, notifying us about the selection of our bid. We hereby convey our absolute, unconditional and unqualified acceptance for the work and activities as per the Scope of Work mentioned in the subject RFP & its addendums.

Signature of Authorised Person (Seal)



ANNEXURE XIV-CONTRACT FORM
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

AMC AGREEMENT

ALLAHABAD BANK & (Name of the Selected Vendor)

(Agreement with Vendor for Annual Maintenance)

RFP Ref: **HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019** & PO Ref. No. dated

This agreement made the _____ day of _____ 20____ between (i) Allahabad Bank a body corporate constituted under the Banking Companies Act, (hereinafter called "Bank") which expression/shall include its successors and assigns and (ii) Vendor UNDER THE COMPANIES Act, and having its registered office at and Regional office at hereinafter called "COMPANY" has agreed to provide and Bank has agreed to accept from the company, repair and maintenance service for the computer hardware (servers & its peripherals) & software items (OS etc.), as listed in ANNEXURE-XXIV (*hereinafter called EQUIPMENT*) hereto as amended from time to time, subject to the Bank paying charges to the company on the following terms and conditions:

In consideration of the premises it is agreed between the parties as follows:

1. COMMENCEMENTS AND TERM:

1.1 This agreement is effective and valid from to

1.2 Upon termination as provided under clause 1.1 above or after expiration of this agreement each party shall forthwith return to the other party all papers, materials and other properties of the other party held by each party for the purpose of execution of this agreement as may be necessary for the orderly non-disrupted business continuation of each party.

1.3 Individual items of equipment, and repair and maintenance service charge for such equipment may be added to or withdrawn from the list i.e. Annexure-A of this agreement by mutual written consent of both parties, and in that event the maintenance charges be accordingly adjusted on annual basis, by realizing prepaid amount from the vendor or paying additional amount, as the case may be.

1.4 Company must have back to back service support arrangement with the respective OEM of the Hardware/Software items mentioned in Annexure-XXIV



2. CHARGES:

The charges payable by Bank to the company for the AMC described herein will be the AMC quoted by the company in its bid in response to the Request for Proposal (RFP) and no additional charges whatsoever should be claimed by the vendor. These charges shall remain fixed for a period from to

The charges shall be payable in advance on submission of invoices & performance Bank guarantee (from any Scheduled Commercial Bank in India) by the company for payment due in accordance with this agreement accompanied by all the requisite papers.

The company is required to maintain a service roster with provision for signature of the user to submit subsequently with the payment invoice.

The company is required to submit satisfactory service support report from the end user along with the payment bill as said herein above.

The AMC charges shall be made promptly by the Bank within one month, from the date to which it relates, subject to the company's satisfactory report(s) from the end users and realizing the invoice.

All the prices, terms, warranty and benefits granted by the company herein are comparable to or better than equivalent terms being offered by the company to any of its present customers. If the company shall, during the terms of this agreement, enters into arrangement with any of its customers providing greater benefits or more favorable terms, these agreements shall thereupon be deemed amended to provide the same to Allahabad Bank.

3. REPAIR AND MAINTENANCE SERVICE:

During the terms of this agreement the company agrees to maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance service -

a) The company shall rectify any defects, faults and failures in the equipment and shall repair and replace worn out defective parts of the equipment on-site on all days. In cases where unserviceable parts of the equipment need replacement, the company shall replace such part(s) at no extra cost to Allahabad Bank with brand new parts or those equivalent (*subject to satisfaction of Bank*) to new parts in performance.

b) The company shall provide repair and maintenance service in response to email & oral communication, including telephone notice by Bank within 1 hour after such intimation during the hours set forth in clause 3.1 (a) above. Further company will ensure uptime as desired by Bank in the captioned RFP, failing which penalty as applicable will be deducted by bank from any payment due or from performance bank guarantee.

c) The company shall ensure that faults and failures intimated by Bank as above are set right within 24 hours of intimation failing which the equipment concerned will immediately be replaced with equivalent affectability/capability for which no additional expenses are payable to the company.

d) The company shall ensure that the full configuration of the Equipment is available to Allahabad Bank in proper working condition for 99% of the time in every month, as detailed in the RFP.

e) All repair and maintenance service described herein shall be performed by qualified engineers totally familiar with the equipment.



- f) Any worn/defective parts withdrawn from the equipment replaced by the company shall become the property of the company and the parts replacing the withdrawn parts shall become the proper of the Bank.
- g) Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for the equipment similar to that covered by this agreement.
- h) The company shall maintain at Allahabad Bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The copy of this log should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.
- i) The company's maintenance personnel shall, subject to clause 7 herein is given access to the equipment when necessary for the purpose of performing the repair and maintenance service indicated in this agreement.
- j) The equipment shall not be shifted to an alternate site and installed during the currency of this agreement without prior written notice to the company. However if Allahabad Bank desires to shift the equipment to a new site and install it there, the company shall be informed of the same immediately. Allahabad Bank shall bear the charges for such shifting and reinstallation and the company shall provide necessary assistance to Allahabad Bank in doing so. This agreement after such shifting and reinstallation would continue to be bidding on the company and Allahabad Bank provided that the two parties may agree to amend charges for the maintenance services after such an event.
- k) No term of provision hereof shall be deemed waived and no breach excused unless such as waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or excuse for any other, different or subsequent breach.
- l) If, in any month the company does not fulfil the provisions of above mentioned clauses under point 3 (from a to k), the proportionate maintenance charges for that month will not considered payable by Allahabad Bank. In such events the company will credit the proportionate maintenance charges for that month to Allahabad Bank against future payments, if due, or refund the amount forthwith to Allahabad Bank, on demand.

4. PREVENTIVE MAINTENANCE:

4.1 The company shall conduct preventive maintenance (including but not exhaustive to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of the equipment) once at least in every 90 days in addition to the normal maintenance required as per this agreement, during the currency of the agreement.

4.2 The company shall maintain at bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The copy of this log should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.

4.3 Notwithstanding the foregoing, the Company recognizes Allahabad Bank's operational needs and agrees that Allahabad Bank shall have the right to require the Company to adjourn Preventive Maintenance from any scheduled time to a date and time, not later that fifteen working days thereafter.



5. PENALTY:

In case any requirement is not made usable/repared within stipulated time specified in clause No. 3 the company will be required to arrange for an immediate replacement of the same as detailed in clause No. 3 (a & c) failing which the company will be liable to pay a penalty as per the terms & conditions of the RFP.

6. FORCE MAJEURE:

Neither of the parties shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following force Majeure, Act of God, or any Govt. Act, fire, earthquake, natural calamity, industrial dispute, civil commotion or anything beyond the control of either party. However the parties shall use all reasonable care & endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay the party shall, in so far as, any be practicable under the circumstances, complete performance of their respective obligations hereunder. Notwithstanding the foregoing if any of the above mentioned events shall preclude the company from meeting any or all of its obligations Hereunder for a period of more than three months; it shall be open to either party to rescind this contract by giving one month's notice.

7. SUBCONTRACTING:

The company will not subcontract or delegate or permit anyone other than the company personnel to perform any of the work, service or other performance required of the company under this agreement without the prior written consent of the Bank.

8. EQUIPMENT ATTACHMENTS:

Bank shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance, from being performed, or unreasonably increase the cost of the company of performing repair and maintenance service.

9. SECURITY:

The company agrees that it and its personnel, will at all times, comply with all security regulations in effect from time at Bank's premises and externally for materials belonging to Bank.

10. CONFIDENTIALITY:

The company acknowledges that all material and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, whether consisting of conditional and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to realize it only to employees requiring such information, and not to realize or disclose it to any other party. The company agrees to take appropriate action with respect to its employee to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement can be fully satisfied.



11. LIABILITY AND INDEMNITIES:

The company represents and warrants that the repair and maintenance service hereby sold to not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. The company agrees that it will and hereby indemnify the Bank from any claim, loss or demand action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty/AMC.

12. ARBITRATION:

All disputes and differences of any kind whatever arising out of or in connection with this agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement the Bank shall appoint an arbitrator and the decision of the arbitrator shall be final. Such arbitration is to be governed by the provision of the Indian Arbitration Act.

13. EXIT CLAUSE:

The Bank may at its sole discretion, by giving notice of one month at any point of time, due to non-implementation or delay in implementation beyond 3 months of agreed Schedule will be at liberty to cancel the purchase order at the sole risk and responsibility of the bidder.

14. TERMINATION:

In the event that the company shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of creditors, suffer or permits the appointment of the receiver for its business or assets or shall avail itself of, or become subject to any proceedings under any acts or statute of any country or state relating to insolvency or the protection of the rights of creditors, then (at the option of Allahabad Bank notwithstanding clause 1.1 of this agreement) this agreement shall terminate and be of no further force and effect and any property or rights of any such other property, tangible or intangible, shall forthwith be returned to the bank.

15. GENERAL:

- 15.1 It is agreed upon by the parties that during its validity period this agreement will supersede any other agreement, which deals in the same matter/subject between the parties in case of any contradiction in the agreed conditions.
- 15.2 No amendment to this agreement shall be effective unless it is in writing and signed by authorized representatives of the parties.
- 15.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each has been properly authorized and empowered to enter into this agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.
- 15.4 Words importing the singular include the plural and vice versa.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE ABOVE MENTIONED DATE.

Signed, Sealed and Delivered by the

Said

(For the Bank)

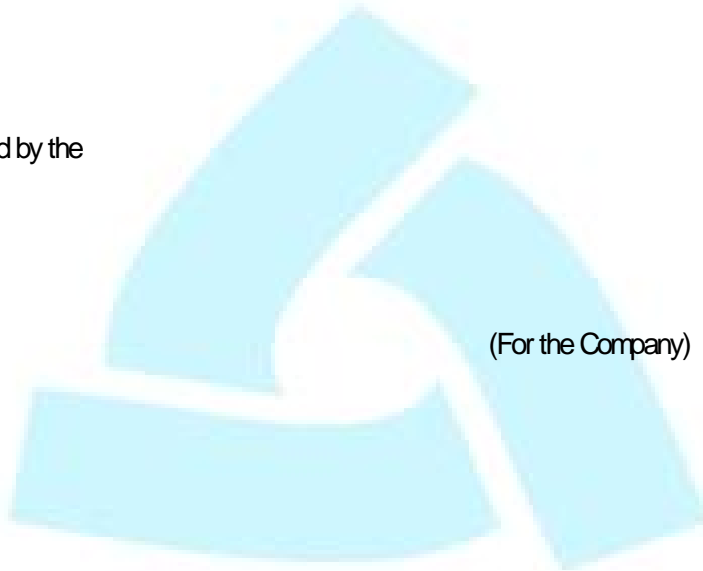
In presence of

Signed, Sealed and Delivered by the

Said

(For the Company)

In presence of





ANNEXURE XV- BIDDER'S INFORMATION

1. Bidder's Name :
2. Constitution and year of establishment :
3. Registered Office/Corporate office Address :
4. Mailing Address :
5. Name and designations of the persons
authorized to make commitments to the Bank :
6. Telephone, Fax, e-mail :
7. Name & Addresses of Directors/Promoters :
8. Description of business, service profile & client profile :
9. No of Employees
10. Whether the bidder is authorized dealer of the servers,
Storages and other hardware, if yes then Authorization letter
to be enclosed :
11. Gross annual turnover of the bidder (Amt. in lac):
(Not of the Group) —
Year 2015-16 —
Year 2016-17 —
Year 2017-18 —
12. Positive networth of the bidder (Amt. in lac) :
(Not of the Group) —
Year 2015-16 —
Year 2016-17 —
Year 2017-18 —
12. GSTN Number (furnish copy of certificate) :
13. PAN Number (Furnish copy of PAN) :
14. Details of Similar projects implemented & Managed by the Bidder:

Sr No	Project Details	Name and Address of the Organisation	Order No. of Date	Brief description of scope of work & other details	Date of Completion of delivery	
					As per Order	Actual

Attach copy of Purchase Orders, Delivery and installation proof, credentials from the clients of the above mentioned items.

DECLARATION

We hereby declare that the information submitted above is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

Note : Details provided above must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Place :

Date:

SEAL (Authorized Signatory)



ANNEXURE XVI- DETAILS OF OFFICES/BRANCHES/SERVICE SUPPORT CENTRES

RFP Ref No: **HO/DIT/HW-AMC/2019-20/135** dated 21-05-2019

We have service support at the following locations across India.

Sl. No.	Location	Complete Address	Name of Contact Persons along with Phone No, Fax No, and E-mail Address	Service facilities available	No. of engineers/ staff
1	MUMBAI				
2	LUCKNOW				

Date:

Signature with seal :

Name and Designation:



ANNEXURE XVII- ESCALATION MATRIX

SUB : RFP for Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank

Ref HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

Name of the Company:

Delivery Related Issues:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email Address
a.		First Level Contact					
b.		Second level contact (If response not received in 24 Hours)					
c.		Regional/Zonal Head (If response not recd in 48 Hours)					
d.		Country Head (If response not recd in One week)					
e.		Order to be placed on					

Service Related Issues:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email Address
f.		First Level Contact					
g.		Second level contact (If response not received in 4 Hours)					
h.		Regional/Zonal Head (If response not recd in 24 Hours)					
i.		Country Head (If response not recd in 48 Hours)					

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal :

Name and designation :



ANNEXURE XVIII- CONFORMITY/UNDERTAKING LETTER

(A letter on this Proforma is to be given by the Bidders participating in the RFP, on their official letter head)

To,
The Chief Manager (IT)
Allahabad Bank, Head Office,
Department of Information Technology,
2, N S Road, Kolkata – 700 001

Dear Sir,

Selection Of Vendor For Providing Comprehensive AMC Of Servers, Storage And Other Hardware In Bank vide RFP Ref. No. : HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

With reference to our bid dated _____, in response to the Request for Proposal and subsequent clarifications (Bank's tender RFP Ref. No. : **HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019** hereinafter referred to as "RFP") issued by Allahabad Bank ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums (if any) and other documents including the changes made to the original tender documents issued by the Bank. We understand that the Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us. We confirm having read and understood the terms and conditions of the RFP & addendums (if any) as well as the Procedures relating to the Bidding process. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Allahabad Bank in the RFP & addendum documents including all annexes and the Procedure for Bidding Your bank is not bound to accept the lowest or any bid received by you, and you may reject all or any bid. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute as a binding contract between us. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract. Your bank may accept or entrust the entire work to one bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

Document Correctness:

We certify that the information furnished herein and as per the documents submitted (hardcopy and softcopy) is true and accurate and nothing has been concealed or tampered with. We further certify that the contents of the softcopy are same as those provided in the hardcopy. We have gone through all the conditions of RFP document and are liable to any punitive action for furnishing false information / documents. Further, we certify that we have not made any modifications in the original copy of RFP (and addendums, if any) which is duly signed, stamped and submitted as a part of the Technical Bid.

Legal:



We hereby certify that no inquiries or investigations have been threatened, commenced or pending against us or any other member of the consortium by any statutory or regulatory or investigative agencies or lending institutions.

Not Blacklisted:

As on date of submission of tender, we are not/have not been blacklisted by the Central Government / any of the State Governments in India or any Financial Institution in India in the last three years. Also, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.'

No Deviation:

We have submitted a no deviation bid and unconditionally accept all requirements, payment terms, SLAs and the terms and conditions as mentioned in the said RFP including all corrigendum/addendums. Any assumption, deviation or exclusion submitted by us in the proposal which is contradictory to the RFP stands null and void, if Bank not accepts the same.

Know Your Employee (KYE)

We confirm that all the resources (both on-site and off-site) deployed/to be deployed on Bank's project for the captioned RFP have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages ,claim penalties expenses, legal liability because of non compliance of KYE and of misconduct of the employee deployed by us to the Bank We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for captioned RFP.

Minimum Wages

We confirm that the employees engaged/to be engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non- compliance to the above criteria. We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if Labour Commissioner imposes a penalty towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

Place:

Date:

Yours faithfully,
Seal and Authorised Signatory
Name & Designation:
Bidder's Corporate Name



ANNEXURE – XIX-LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION

**(TO BE SUBMITTED BY ALL VENDORS PARTICIPATING IN REVERSE AUCTION ON THEIR
LETTER HEAD)**

To
The Chief Manager (IT)
Department of Information Technology
Allahabad Bank,
Head Office, Kolkata

Sub: LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION
RFP Ref. No. – **HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019**

1. We _____ (name of the company) have submitted our bid for participating in Bank's above referred RFP for providing comprehensive AMC for Servers, storage and other hardware in Bank.
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction Process.
4. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
5. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which Bank shall forfeit our EMD (Bid security). We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.
6. Further we agree to provide the detailed breakup of the commercial, as per the Banks requirement, latest by next day 05:00PM, post completion of reverse auction process.

Signature of Competent Authority with company seal
Name of Competent Authority
Company / Organization
Designation within Company / Organization
Date

Name of Authorized Representative
Designation of Authorized Representative
Signature of Authorized Representative
Verified above signature
Signature of Competent Authority
Date



ANNEXURE – XX- BUSINESS RULES FOR REVERSE AUCTION

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

RFP Ref. No. : **HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019**

Online reverse auction are carried out under the framework of a set of rules. Following are a set of rules/ terms and conditions for Online Reverse Auction process.

1. APPLICABILITY:

- 1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2. All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format, as per Annexure-XIX.
- 1.3. Any vendor not willing to submit such undertaking shall be disqualified for further participation respecting the RFP Process.

2. ELIGIBILITY:

- 2.1. Only vendors who are technically qualified (Eligibility, Functional and Technical requirements) in terms of the RFP and who have submitted the prescribed undertaking to the Bank can participate in Reverse Auction relevant to the procurement/services for which RFP is floated.
- 2.2. Bidders not submitting the prescribed undertaking or submitting the same with deviations/ amendments thereto will be disqualified from further evaluation / participation in the process of relative procurement.
- 2.3. Bidders should ensure that they have valid digital certificate well in advance to participate in reverse auction. Bank will not be responsible in case Bidder is not able to participate in reverse auction due to non availability of Digital Certificate.

3. COMPLIANCE/CONFIRMATION FROM VENDORS

The vendors participating in Reverse Auction shall submit the following duly signed & signed by the Competent Authority:

- 3.1. Acceptance of Business Rules for Reverse Auction and undertaking (Annexure-XX).
- 3.2. Agreement between service provider and vendor, if deemed necessary by the Bank. (This format will be given by the service provider prior to announcement of Reverse Auction.)
- 3.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure-XIX.

4. TRAINING:

- 4.1 The Bank will facilitate mock reverse auction /training for participation in Reverse Auction either on its own or through the e-Tendering vendor to familiarize for the Reverse Auction.
- 4.2 Any vendor/bidder not participating in training or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

5. DATE & TIME FOR TRAINING/MOCK REVERSE AUCTION:



- 5.1. The date, time etc. for Mock Reverse Auction/ training in Reverse Auction shall be advised at the appropriate time.
- 5.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the vendor/s, service provider and the Bank.
- 5.3. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

6. DATE/TIME OF REVERSE AUCTION:

- 6.1. The date and time of commencement of Reverse Auction as also duration of 'Reverse Auction Time' shall be communicated at least 2 working days prior to such auction date.
- 6.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating vendors the 'postponement' prior to commencement of such 'Reverse Auction'.

7. CONDUCT OF REVERSE AUCTION:

- 7.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- 7.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empanelled by the Bank.

8. TRANSPARENCY IN BIDS:

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

9. MASKING OF NAMES:

- 9.1. Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.
- 9.2. After completion of Reverse Auction, the auctioneer will reveal the original names of the bidders & L1 bidder and its price quoted..

10. START PRICE & DECREMENTAL BID VALUE:

Bank shall determine the start price either on its own or through asking for information of price band on TCO from each vendor at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by vendors, Bank would determine the start price for reverse auction. However bank at its discretion may fix the start price & decrement bid value at its own.

11. REVERSE AUCTION PROCESS:

- 11.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to



award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

- 11.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

12. EXPENDITURE ON REVERSE AUCTION:

All expenses of training or mock auction or reverse auction shall be borne by bidder at their own cost.

13. CHANGES IN BUSINESS RULES:

- 13.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by Bank.
- 13.2. Any / all changes made in Business Rules shall be uploaded communicated to bidder prior to.
- 13.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

14. DON'TS APPLICABLE TO THE BIDDER/VENDOR:

- 14.1. No vendor shall involve himself or any of his representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.
- 14.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- 14.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, network failure, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

15. GRIEVANCES REDRESSAL:

- 15.1. Any aggrieved vendor / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.
- 15.2. The Chief Compliance Officer along with the Chief Law Officer of the Bank and Chief of Audit Dept. of the bank shall give personal hearing to the aggrieved bidder / vendor and decide upon the complaint / grievance
- 15.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all vendors participating in the Reverse Auction.

16. ERRORS AND OMISSIONS:



On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

17. Web Portal and Access

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- Bidders will be participating in Reverse Auction event from their own office/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of their internet connectivity (due to any reason what so ever it may be) the service provider or Bank is not responsible.
- In order to ward off such contingent situation,
 - ✓ Bidders are advised to make all the necessary arrangements/ alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
 - ✓ However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
 - ✓ Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction.
 - ✓ On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.
 - ✓ Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
 - ✓ For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this agreement Bidder will not be eligible to participate in the event.
- Bank or service provider/auctioneer is not responsible for consequential damages such as no power supply, no internet connectivity, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

Yours faithfully,
Seal and Authorised Signatory
Name & Designation:
Bidder's Corporate Name



ANNEXURE XXI –BIDDER TURNOVER & PROFITS

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

RFP Ref. No. : **HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019**

Name of the Bidder Company / Firm: _____

Details of turnover and profit for last three years:

Sr. No	Financial parameters of the bidder Business Results	Annual Turnover (INR)	Annual Turnover form similar projects like implementation of security solution (INR)	Profit /(Loss) (INR)	Net Worth (INR)
1	2015-2016				
2	2016-2017				
3	2017-2018				
	Only Bidder company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)				

Also, copies of Audited Balance Sheet and Profit & Loss accounts for the years 2015-16, 2016-17 and 2017-18 should be submitted along with this Annexure.

Certified By:

Seal & Signature of authorized signatory

(Chartered Accountant)
Seal & Membership No.

(For Bidder)

Place:

Date:



ANNEXURE XXII –LITIGATION CERTIFICATE

(To Be Submitted on the Chartered Accountant/ Statutory Auditor Letterhead)

RFP Ref. No. : **HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019**

To
The Chief Manager-IT
Department of Information Technology,
Allahabad Bank Head Office

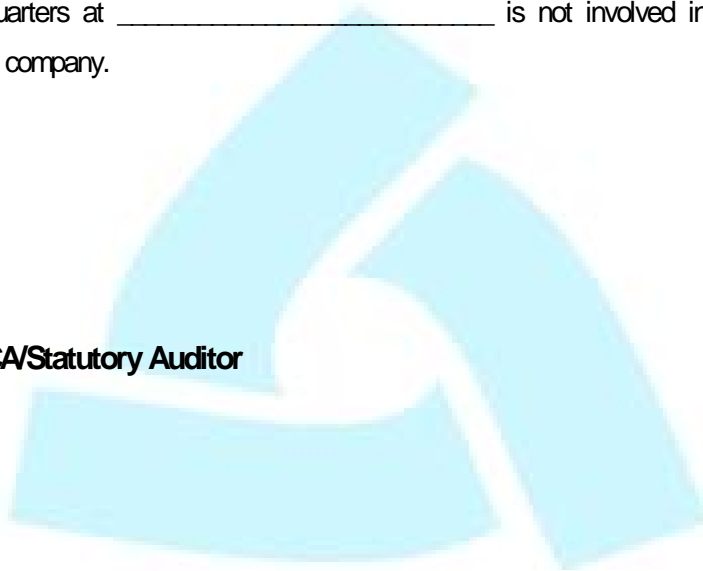
This is to Certify that M/s _____ (name of the Bidder), a company incorporated under Companies Act 1956, having it headquarters at _____ is not involved in any litigation which threatens the solvency of the company.

Date:

Place:

Name and signature of CA/Statutory Auditor

Seal of the company





ANNEXURE- XXIII MANUFACTURER'S AUTHORIZATION FORM

Ref No

Date:

To
The Chief Manager
Allahabad Bank,
Department Of Information Technology,
Head Office,
2 N.S. Road
Kolkata – 700 001, India

Dear Sir,

Sub: RFP Ref No.: HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

We _____ who are established and reputed Owner/manufacturers of _____ having factories/development facilities at 1)_____ and 2)_____ (Name and address of factory/development facility) do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and sign the contract with you against the above invitation for tender offer.

We as Original Equipment Manufacturers of the hardware and associated software, extend our full guarantee and warranty for the AMC services offered by the above firm against this invitation for tender. We will extend technical support and updates/upgrades/patches to software (including management software solution) for our products for the entire contract period. Further, we agree to depute our representative during implementation period for smooth implementation of our product.

We hereby extend our full guarantee, warranty and AMC support as per the requirement of RFP, for the services offered for supply in response to the RFP by us / by the above firm.

We assure that, in the event of M/s (name of the Bidder's Company) not being able to fulfil its obligations as our Service Provider with respect to all terms and conditions of this RFP related to our products, we would continue to meet these terms through alternate arrangements.

Place:

Date:

Seal & Signature

(For OEM)

Note : Please provide the Power of Attorney for the Authorized signatory for the OEM as a part of the bid response.



ANNEXURE- XXIV PROPOSED AMC FOR EXISTING HARDWARE ALONG WITH THEIR TECHNICAL SPECIFICATIONS

RFE Ref. No. : HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

The tentative list of hardware along with their detailed technical specifications for the proposed Comprehensive AMC Services is detailed as under:

Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
1	DR	Server	CISCO Server (8C/32GB)	Windows STD 2012	MICROSO FT SQL SERVER 2012 (in 2 severs)	3	FCH1742V0EF FCH1742V0DX FCH1742V0EX
			UCS C220 M3 SFF w/o CPU mem HDD Pcle PSU w/ rail kit			3	
			2.4 GHz E5-2609/80W 4C/ 10 MB Cache/ DDR3 1066 MHz- 2 CPU and 4 Core per CPU			6	
			8 GB DDR3-1333- MHz RDIMM/PC3-10600/2R/1.35v- 32 GB RAM			12	
			300 GB 6GB SAS 10 K RPM SFF HDD/ hot plug/ drive sled			6	
			SFS Power Cord - 250 V 10 A India			6	
			650W power supply for C- series rack servers			6	
			Embedded SW RAID 0/1/10/5 8 Ports SAS/SATA			3	
			UCS 2.5 Inch HDD Blanking panel			18	
			Heat Sink for UCS C220 M3 Rack Server			6	
			Rail Kit for C220 C22 C 24 rack servers			3	
4 Gbps Fibre channel SW SFP LC	6						
2	DR	Server	CISCO Server (4C/8GB)	Windows STD 2012		1	FCH1742V0UH
			UCS C220 M3 SFF w/o CPU mem HDD Pcle PSU w/ rail kit			1	
			2.4 GHz E5-2609/80W 4C/ 10 MB Cache/ DDR3 1066 MHz			1	
			4 GB DDR3-1333- MHz RDIMM/PC3-10600/2R/1.35v			2	
			300 GB 6GB SAS 10 K RPM SFF HDD/ hot plug/ drive sled			2	
			SFS Power Cord - 250 V 10 A India			2	



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
			450W power supply for C- series rack servers			2	
			Embedded SW RAID 0/1/10/5 8 Ports SAS/SATA			1	
			UCS 2.5 Inch HDD Blanking panel			6	
			Heat Sink for UCS C220 M3 Rack Server			1	
			Rail Kit for C220 C22 C 24 rack servers			1	
			4 Gbps Fibre channel SW SFP LC			2	
3	DC	Server	CISCO 8C/32 GB- UCS C220 M3 SFF w/o CPU mem HDD Pcle PSU w/ rail kit (Specs same as Sr No 1)	Windows Server 2012 STD	SQL SERVER (in 2 servers)	3	FCH1742V0QT FCH1742V0UK FCH1742V0RL
4	DC	Server	CISCO 4C/8 GB- UCS C220 M3 SFF w/o CPU mem HDD Pcle PSU w/ rail kit (Specs same as Sr No 2)	Windows Server 2008 R2 ENT		1	FCH1742V0U2
5	DC	Server	CISCO 4C/16GB- UCS C220 M3 SFF w/o CPU mem HDD Pcle PSU w/ rail kit (Specs same as Sr No 2)	Windows Server 2008 R2 ENT	ORACLE	2	FCH1742V0NF FCH1742V0KB
6	DR	Server	Dell Power Edge R720, 8 cores, 3.5 GHz, 32 GB RAM	Windows Server 2008 R2 Standard (64 Bit)		3	HBKDT12 74LDT12 7H5FT12
			Intel Xeon E5-2637v2 3.5GHz, 15M Cache, 8.0GT/s QPI, Turbo, HT, 4C, 130W, Max Mem 1866MHz			3	
			1 Intel Xeon E5-2637v2 3.5GHz, 15M Cache, 8.0GT/s QPI, Turbo, HT, 4C, 130W, Max Mem 1866MHz, 2nd Proc			3	
			1 2.5-Inch Chassis for PowerEdge R720			3	
			1 Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot			3	
			1 Electronic System Documentation and OpenManage DVD Kit for R720			3	
			1 Bezel			3	
			1 DIMM Blanks for Systems with 2 Processors			3	
			1 Performance Optimized			3	
			1 1600 MHz RDIMMS			3	



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
			4 8GB RDIMM, 1600MT/s, Low Volt, Single Rank, x4 Data Width			12	
			2 300GB 15K RPM,6Gbps SAS 2.5 " Hot Plug Hard Drive			6	
			1 2.5" Chassis with up to 16 Hard Drives			3	
			1 PERC H310 Integrated RAID Controller, Mini-Type			3	
			1 QLogic 2562, Dual Port 8Gb Optical Fibre Channel HBA, Low Profile			3	
			2 Heat Sink for PowerEdge R720 and R720xd			6	
			1 12.7 Tray DVD ROM			3	
			1 Dual, Hot-plug, Redundant Power Supply (1+1), 750W			3	
			2 5M, Multi-Mode, LC-LC, Fibre Cable			6	
			1 No Monitor			3	
			2 Jumper Cord 12A 4M C13/C14 (APCC countries except ANZ)			6	
			1 Broadcom 5720 QP 1Gb Network Daughter Card			3	
			1 PowerEdge R720 Motherboard, TPM			3	
			1 Ship Mod for ICC			3	
			1 2/4-Post Static Rack Rails			3	
			1 C3 - RAID 1 for H710p/H710/H310 (2 HDDs)			3	
			1 iDRAC7 Enterprise			3	
7	DR	Server	Dell Power Edge R720, 8 cores, 3.5 GHz, 48 GB RAM	Windows Server 2008 R2 Standard (64 Bit)	Microsoft SQL Server 2012	3	94LDT12
			1 Intel Xeon E5-2637v2 3.5GHz, 15M Cache, 8.0GT/s QPI, Turbo, HT, 4C, 130W, Max Mem 1866MHz			3	D4KDT12
			1 Intel Xeon E5-2637v2 3.5GHz, 15M Cache, 8.0GT/s QPI, Turbo, HT, 4C, 130W, Max Mem 1866MHz,2nd Proc			3	94KDT12
			1 3.5-Inch Chassis for PowerEdge R720			3	



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
			1 Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot			3	
			1 Electronic System Documentation and OpenManage DVD Kit for R720			3	
			1 Bezel			3	
			1 DIMM Blanks for Systems with 2 Processors			3	
			1 Performance Optimized			3	
			1 1600 MHz RDIMMS			3	
			6 8GB RDIMM, 1600MT/s, Low Volt, Single Rank, x4 Data Width			18	
			2 300GB 15K RPM, 6Gbps SAS 3.5 " Hot Plug Hard Drive			6	
			1 PERC H310 Integrated RAID Controller, Mini-Type			3	
			1 QLogic 2562, Dual Port 8Gb Optical Fibre Channel HBA, Low Profile			3	
			2 Heat Sink for PowerEdge R720 and R720xd			6	
			1 12.7 Tray DVD ROM			3	
			1 Dual, Hot-plug, Redundant Power Supply (1+1), 750W			3	
			2 5M, Multi-Mode, LC-LC, Fibre Cable			6	
			1 No Monitor			3	
			2 Jumper Cord 12A 4M C13/C14 (APCC countries except ANZ)			6	
			1 Broadcom 5720 QP 1Gb Network Daughter Card			3	
			1 PowerEdge R720 Motherboard, TPM			3	
			1 Ship Mod for ICC			3	
			1 2/4-Post Static Rack Rails			3	
			1 C3 - RAID 1 for H710p/H710/H310 (2 HDDs)			3	
			1 iDRAC7 Enterprise			3	
8	DR	Server	Dell Power Edge R720, 8 cores, 3.5 GHz, 24 GB RAM	Windows Server 2008 R2	Oracle 11g	1	77KDT12



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
			1 Intel Xeon E5-2637v2 3.5GHz, 15M Cache, 8.0GT/s QPI, Turbo, HT, 4C, 130W, Max Mem 1866MHz	Standard (64 Bit)		1	
			1 Intel Xeon E5-2637v2 3.5GHz, 15M Cache, 8.0GT/s QPI, Turbo, HT, 4C, 130W, Max Mem 1866MHz, 2nd Proc			1	
			1 2.5-Inch Chassis for PowerEdge R720			1	
			1 Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot			1	
			1 Electronic System Documentation and OpenManage DVD Kit for R720			1	
			1 Bezel			1	
			1 DIMM Blanks for Systems with 2 Processors			1	
			1 Performance Optimized			1	
			1 1600 MHz RDIMMS			1	
			6 4GB RDIMM, 1600MT/s, Low Volt, Single Rank, x8 Data Width			6	
			2 300GB 10K RPM, 6Gbps SAS 2.5" Hot Plug Hard Drive			2	
			1 2.5" Chassis with up to 16 Hard Drives			1	
			1 PERC H310 Integrated RAID Controller, Mini-Type			1	
			1 QLogic 2562, Dual Port 8Gb Optical Fibre Channel HBA, Low Profile			1	
			2 Heat Sink for PowerEdge R720 and R720xd			2	
			1 12.7 Tray DVD ROM			1	
			1 Dual, Hot-plug, Redundant Power Supply (1+1), 750W			1	
			2 5M, Multi-Mode, LC-LC, Fibre Cable			2	
			1 No Monitor			1	
			2 Jumper Cord 12A 4M C13/C14 (APCC countries except ANZ)			2	
			1 Broadcom 5720 QP 1Gb Network Daughter Card	1			



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
			1 PowerEdge R720 Motherboard, TPM			1	
			1 Ship Mod for ICC			1	
			1 2/4-Post Static Rack Rails			1	
			1 C3 - RAID 1 for H710p/H710/H310 (2 HDDs)			1	
			1 iDRAC7 Enterprise			1	
9	DC	Server	Dell Power Edge R720, 48 GB RAM (Specs same as Sr No 7)	Windows Server 2008 R2 Standard (64 Bit)	Microsoft SQL Server 2012	3	FJ5FT12 B4LDT12 84LDT12
10	DC	Server	Dell Power Edge R720, 24 GB RAM (Specs same as Sr No 8)	Windows Server 2008 R2 Standard (64 Bit)	Oracle 11g	2	HHQ7T12 BJQ7T12
11	DC	Server	Dell Power Edge R720, 32 GB RAM (Specs same as Sr No 6)	Windows Server 2008 R2 Standard (64 Bit)	Microsoft SQL Server 2012	3	B4KDT12 C4KDT12 5CKDT12
12	DR	Storage	EMC VNX 5100 with 4 TB			1	CKM00N25009 62
			VNX5100 DPE; 15X3.5 DRV-FLD INST 6X300			1	
			3U DAE WITH 15X3.5 INCH DRIVE SLOTS			1	
			300GB 15K SAS DISK DRIVE			12	
			2 C13 POWER CORDS WIN6SA3 PLUG 250V 10A			3	
			DOCUMENTATION KIT FOR VNX5100			1	
			2ND OPTIONAL SPS FOR VNX 51/53			1	
			EMC SECURE REMOTE SUPPORT GATEWAY CLIENT			1	
			POWERPATH LICENSE SOLUTION			1	
			POWERPATH PP-VN-COUNTR			5	
			POWERPATH PP-X86-T1			10	
			Unisphere Block & VNX OE VNX5100			1	
13	DC	Storage	Hitachi Unified Storage System			1	91214465
			Power Cable 250VAC 10A IEC 320-C14				



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
			HUS110 Fibre Channel Option				
			Dummy Drive for CBSL/DBL				
			Dummy Drive for SFF (2U) Trays				
			Universal rail kit includes left and right rails				
			HUS110 Controller				
			HUS 1102x1GE i SCSI Host I/O Board				
			HUS110 300 GB SAS 15 K RPM HDD SFF for CBSS/DBS-Base				
			HUS 110 3TB SAS 7.2K RPM HDD LFF for CBSL/DBL-Base				
			HUS110 4GB Cache Module				
			HUS110 Drive Box - LFF 2Ux12				
			HUS 110 Base Controller Box SFF 2U x 24				
			50/125 LC/LC PLN 10M 2f round SB 10gig OM3				
			HUS 110 Base Operating system M Media Kit				
			HUS 110 Base Operating system M License				
			HUS 110 Base Operating system Security Extension Media Kit				
			HUS 110 Base Operating system Security Extension License				
			HUS110 TrueCopy Extended Distance Media Kit				
			HUS110 TrueCopy Extended Distance License				
14	DC	Storage	EMC VNS 5100 (specs same as Sr No 20)			1	CKM001425009 62
		Storage Expansion	EMC VNS 5100			1	
15	DR	Storage	Hitachi Unified Storage System			1	91214229
			Power Cable 250VAC 10A IEC 320-C14			4	
			HUS110 Fibre Channel Option			1	
			Dummy Drive for CBSL/DBL			8	
			Dummy Drive for SFF (2U) Trays			19	



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
			Universal rail kit includes left and right rails			2	
			HUS110 Controller			2	
			HUS 1102x1GE i SCSI Host I/O Board			2	
			HUS110 300 GB SAS 15 K RPM HDD SFF for CBSS/DBS-Base			5	
			HUS 110 3TB SAS 7.2K RPM HDD LFF for CBSL/DBL-Base			4	
			HUS110 4GB Cache Module			2	
			HUS110 Drive Box - LFF 2Ux12			1	
			HUS 110 Base Controller Box SFF 2U x 24			1	
			50/125 LC/LC PLN 10M2f round SB 10gig OM3			8	
			HUS 110 Base Operating system M Media Kit			1	
			HUS 110 Base Operating system M License			1	
			HUS 110 Base Operating system Security Extension Media Kit			1	
			HUS 110 Base Operating system Security Extension License			1	
			HUS110 TrueCopy Extended Distance Media Kit			1	
			HUS110 TrueCopy Extended Distance License			1	
16	DR	SAN Switch	Brocade 320 switch w/ 8 active ports, FF, 8 SWL 8 GB BR SFP			2	ALJ2504K0GN ALJ2504K0GT
17	DC	SAN Switch	SilkWorm 3250			2	NJ060024205 NJ060024206
18	DR	SAN SWITCH	EMC DS300B			2	BRCALJ1924K0 8G BRCALJ1924K0 EF
			DS-300B 8G 8PORT UPGRADE KIT				
			DS-300B 8/24P 8G BASE SWITCH				
			DSB SW GEN RCK KIT -B				
			2 C13 POWER CORDS WITH IN6SA3 PLUGS				
			OM3 50/125 FIBER CABLE LC-				



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
			LC 10 METER				
19	DC	SAN Switch	EMC DS 300B (specs same as Sr No 19)			2	53ZZZY1 B0ZZZY1
20	DR	KVM Switch	KVM Switch			1	Z8CBK068C6E 0005
			16 Port Combo KVM Switch with OnScreen Displau			1	
			1.8 M USB Cable			16	
			1u 17" Single Rail Rack Mountable LCD Console with keyboard and touch Pad			1	
21	DC	KVM Switch	KVM Switch			1	
			16 Port Combo KVM Switch with OnScreen Displau			1	
			1.8 M USB Cable			16	
			1u 17" Single Rail Rack Mountable LCD Console with keyboard and touch Pad			1	
22	DC	Tape Library	Tandberg Data Library T24 Storage Library T24 12 Slots-LTO-5 HH, FC, 18 TB/36 TB includes Symantec Backup exec Quick Start (single server edition), paper license, barcode reader, 60 x barcode labels, rackmount rail kit, remote management, SCSI-VHD68/HD 68 cable and terminator (interface cables not included with SAS or FC versions) 3m CATS Ethernet Cable, Europeran and US/ Japanese power cord, warranty card, quick installation guide			1	89014423
			LTO-5 HH FC drive kit for Storage Library T24			1	
			5.0M Firbre Channel Cable (multimode LC to LC)			2	
23	DC	HSM Card	Luna HSM Card			2	FB459968 FB153012
			Luna PCI 7000 vs 7000 TPS HSM			2	
		Backup Device	Luna Backup Remote HSM			1	FA703668



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
24	DR	HSM Card	Safenet Luna PCI e-7000			1	467990
		Luna Backup Device	Safenet Luna PCI Remote HSM			1	703635
25	DC	HSM Card	Safenet Luna PCI e-7000			2	FB467198 FB468053
26	DC	Luna Backup Device	Safenet Luna PCI Remote HSM			1	FA703542
27	DR	LAN Switch	CISCO CATALYST 2960S			2	FOC1712W31P FOC1712W2ST
28	DR	L2 Network Switch	DELL N2024			2	B0ZZZY1 53ZZZY1
			Dell Networking N2024, L2, 24x 1GbE + 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC				
			1 Deskside Power Cord, 250V, 10A, 2M, C13				
29	DC	LAN Switch/L2 Network Port Switch	Dell Networking N2024 (specs same as Sr No 29)			2	23ZZZY1
							3ZYZZY1
30	DR	L2 Network Switch	Juniper EX2200C			2	GP0214352091 GP0214351909
31	DR	Gateway	Juniper SRx240			2	BU3614AK0236 BU3614AK0211
32	DR	Tape Drive	PowerVault(TM) LTO-5-140 External Tape Drive			1	DZDFHY1
			1 Dell(TM) Cleaning Tape Cartridge				
			1 6GB SAS HBA Card				
			2 Dell(TM) Media Tape Cartridge (5-Pack) for LTO5 (1 Year Warranty)				
			1 Dell(TM) Cleaning Tape Cartridge (1-Pack) for LTO (1 Year Warranty)				
			2 Power Cord, GType, 230V (Nepal, Sri Lanka, India)				
			2 2M, 6GB SAS Cable				



Sl No	Location	Hardware Type	Detailed Configuration	Operating System	Database Details	Qty	Serial No
33	DR	Symantec Backup	Symantec Net Backup-			lot	
			SAN Based Backup agent- SYMC Net Backup Enterprise Client 7.5 VMNLNX/SOLx645 1 Server Tier 2 STD LIC			2	
			Backup Sevrer- SYMC NetBackup Enterprise Server 7.5 VMNLNX/SOLx64 1 server Tier 2 STD LIC			1	
			Tape Drive-SYMC Netbackup Option Library Based Tape Drive 7.5 xplat Per drive STD LIC			1	
			Drive Sharing- SYMC Net Backup Option Shared Storage Option 7.5 XPLAT 1 Drive STD LIC			1	
			SYMC NetBACKup Standard 7.5 Client			5	



ANNEXURE-XXV (INTEGRITY PACT)
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

RFP Ref No: HO/DIT/HW-AMC/2019-20/135 dated 21-05-2019

Integrity Pact Between **ALLAHABAD BANK** hereinafter referred to as "**The Principal**" And
..... hereinafter referred to as "**The Bidder / Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for The Principal values full compliance with all relevant Laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitment of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitment of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7).
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand



and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders | Contractors | Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions..

Section 7 - Criminal charges against violating Bidder(s) | Contractor(s) | Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Allahabad Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the



Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, ALLAHABAD BANK and recues himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Allahabad Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman Allahabad Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman Allahabad Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section - 9 - Earnest Money/Security Deposit

Every bidder, while submitting commercial bid, shall deposit an amount* as specified in the RFP as Earnest Money/Security Deposit, with the buyer through any of the following instruments:-

- (i) Bank Draft or a Pay Order in favour of the
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the UCIL, Government of India, represented on behalf of the President of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument, as stated in RFP.

The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.



In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same with assigning any reason for imposing sanction for violation of this pact.

The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

Section -10 Sanctions for Violation

Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue. The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest
- To cancel all or any other Contracts with the Bidder.
- To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the



contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

- The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened
- The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

Section 11- Fall Clause

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

Section 12 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of ALLAHABAD BANK.

Section 13 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.



2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. Shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

