



ALLAHABAD BANK

Request for Proposal

For

Comprehensive Centrally Monitored Electronic Surveillance

System for ATM/CD/CR Installations Of

Allahabad bank on OPEX Model

RFP Ref. No.: HO/DIT/E-SURVEILLANCE/2018-19/117

Date: 11.10.2018

Cost of the RFP: Rs 25,000/- (*Rupees Twenty-five Thousand only*)

**Table of Contents**

Sr. No.	Subject	Page No.
1.	Invitation for Bid	3
2.	Section A: Introduction and Disclaimer	7
3.	Section B: RFP Response terms	10
4.	Section C: Bidder's Selection/Evaluation Process	24
5.	Section D: Existing Infrastructure	28
6.	Section E: Scope of Work	29
7.	Annexures	
	<i>Annexure-1</i> – Covering Letter	33
	<i>Annexure-2</i> – Eligibility Criteria	34
	<i>Annexure-3</i> – Company Profile	36
	<i>Annexure-4</i> – Manufacture Authorization Letter	37
	<i>Annexure-5</i> – Technical Criteria	38
	<i>Annexure-5A</i> – CCTV Specifications	49
	<i>Annexure-6</i> – Reference Site Details	50
	<i>Annexure-7</i> – Bill of Materials	51
	<i>Annexure-8</i> – Conformity with Hardcopy	52
	<i>Annexure-9</i> – Conformity Letter	53
	<i>Annexure-10</i> – Pre-Integrity Pact	54
	<i>Annexure-11</i> – Format for Bid Guarantee	59
	<i>Annexure-12</i> – Format for Performance Guarantee	61
	<i>Annexure-13</i> – Compliance performance	62
	<i>Annexure-14</i> – Format For Pre-Bid Queries	63
	<i>Annexure-15</i> – Contract Form	64
	<i>Annexure-16</i> – Compliance Statement for Reverse Auction	66
	<i>Annexure-17</i> – Letter of Authority for Participation in Reverse Auction	67
	<i>Annexure-18</i> – Reverse Auction Process	68
	<i>Annexure-19</i> – Non Disclosure Agreement	75

**Invitation for Bid**

- 1.1. Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called “The Purchaser” 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 permitted assigns intends to issue this Bid document, hereinafter called Request for Proposal, or “RFP”.
- 1.2. Bank invites bids from eligible bidders (hereinafter referred to as ‘Bidder’ or ‘Vendor’) for Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations for Allahabad bank on OPEX Model in accordance with the scope set out in the tender document.
- 1.3. The complete RFP has also been published at the Bank’s official website www.allahabadbank.in & Bank’s present E-Tender website www.tenderwizard.com for the purpose of downloading and applications made on such a form shall be considered valid for participating in the tender process.
- 1.4. The Bidders who want to participate in the bidding process are required to submit non-refundable fee of Rs.25,000/- (Rupees Twenty Five Thousand Only), towards cost of the RFP, in the form of Demand Draft or Bankers Cheque or IOI drawn in favor of ALLAHABAD BANK, payable at Kolkata.

Schedule details for the Tender process are as under:

RFP Reference Number	HO/DIT/E-SURVEILLANCE/2018-19/117 dated 11.10.2018
Cost of RFP	Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of Bank Draft/Banker’s cheque
Bid Security/Earnest Money Deposit	Rs.25,00,000/- (Rupees Twenty-five Lakh only) in the form of Bank Guarantee (with a validity of 12 months from the date of closing of the Bid)
Courier Charges	Rs.500/- (Rupees Five Hundred only)
Date of commencement of Sale of RFP	11-10-2018 11:00 Hours IST
Date of Pre-Bid Meeting with the bidders	22nd October 2018 15:00 Hours IST
Last Date and time for sale of RFP	5th November 2018 11:00 Hours IST
Last date and time of submission of Bid(Technical & Commercial)	5th November 2018 13:00 Hours IST
Date and time of opening of Technical Bids	5th November 2018 15:00 Hours IST
Date and time of opening/downloading and reverse auction of the Indicative Commercial Bids.	Will be intimated to the qualified bidders in due course.
Address of Communication and Pre Bid Meeting	Allahabad Bank, Head Office Department of Information Technology, 2 – Netaji Subhash Road, Kolkata (W. B.) , 700001
e-mail Address	ho.atm@allahabadbank.in



- 1.5. All bids must be accompanied by a Bid Security (as per format: Annexure – 11) for Rs.25,00,000/- (Rupees Twenty Five Lakh only) as specified in the RFP and must be delivered at the above office, on or before specified date and time indicated in the RFP.
- 1.6. Bidders are required to submit the Technical Bid in physical form, whereas the Indicative Commercial Bid is required to be submitted / uploaded online through e-Tendering process only on or before the last date and time mentioned in RFP. The Language of Bid should be in English.
- 1.7. Technical Bids will be opened as per schedule specified in the RFP, in the presence of the bidder's representatives, who choose to attend the same. Technically qualified bids will be taken up for further processing and Indicative Commercial Bids of the technically qualified bidders will be opened.
- 1.8. The Original RFP (and any addendums to it) needs to be signed and stamped by the authorized Bidder and is to be submitted along with the Bid Security on or before the last date & time of submission of technical bid mentioned above.
- 1.9. This tender is not transferable. Only the Bidders who have officially purchased this tender document or downloaded from the Bank's website and paid the requisite tender fee shall be entitled to quote.
- 1.10. Each Bidder is eligible for submitting only one Bid in response to this RFP.
- 1.11. The RFP can be obtained from the following address during office hours on all working days during RFP sale period between 11.00 A.M. to 4.00 P.M. either in person or by post.
- 1.12. No further discussion will be entertained to Bidders whose bids have been disqualified.
- 1.13. Allahabad Bank reserves the right to accept or reject, in part or full any or all the offers without assigning any reasons whatsoever at any stage of procurement.
- 1.14. This RFP is not an offer by the Bank, but an invitation to receive offers from Bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank with the Bidder.
- 1.15. 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.
- 1.16. This tender is meant for the exclusive purpose of bidding as per the terms; conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 1.17. The above dates are tentative and subjected to change without any prior notice or intimation (Bidders should check our website www.allahabadbank.in for any changes/addendums to the above dates and/or any other changes/ update to this RFP). Bidders are requested to keep themselves updated through our said website from time to time.



Important Clarifications:

1. Bank/ALB means Allahabad bank.
2. ATMs mean Allahabad bank's ATMs.
3. CDs Means Allahabad bank's Cash Dispensers
4. CRs means Allahabad bank's Cash Recyclers
5. 'Vendor' means the respondent to the RFP document.
6. 'RFP' means this Request for Proposal document.
7. 'Recipient' or 'Respondent' or 'Bidder' means to whom the RFP document is issued by the Bank, either by way of physical delivery or by way of downloading from website.
8. Successful/Selected Bidder/ Supplier/Contractor/Vendor means the bidder selected after further/final process, pursuant to Prequalification under RFP.
9. 'Offer/Bid/Proposal' means response to RFP document submitted by Recipient to the Bank
10. **Machines** mean Allahabad bank's **ATMs/CDs/ CRs**
11. Solution/Service/Work/System/IT System – "Solution" or "Service" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning integration with existing systems, provisions of technical assistance, training certifications auditing and other obligations of the Supplier covered under RFP.
12. ATM sites would mean all the ATM sites, e-Lobbies including all such sites where multiple ATMs/multiple self-service machines are installed and would also include any future such installation with the same name or any other name which the Bank may come up with for enhanced customer facility and experience.
13. ATM Cabin (Normal) – One or more ATM/CD/CR
14. e-Lobby – Combination of ATM and/or Cash Dispenser and/or Cash Recycler

This document is meant for the specific use by the Company/person(s) interested to participate in the current response process. This document in its entirety is subject to Copyright Laws. Allahabad bank expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

**Abbreviations**

AMC	Annual Maintenance Contract
ANSI	American National Standards Institute
ATM	Automated Teller Machine
ATP	Acceptance Test Procedure
BG	Bank Guarantee
CBS	Core Banking Solution
CD	Cash Dispenser
CO	Central Office
CMS	Central Monitoring System
CPU	Central Processing Unit
CR	Cash Recycler
CRA	Cash Replenishment Agency
DD	Demand Draft
DES	Data Encryption Standard
DRC	Disaster Recovery Centre
DVSS	Digital Video Surveillance System
EMD	Ernest Money Deposit
EPP	Encrypted Pin Pad
FLM	First Level Maintenance
GST	Goods & Services Tax
HO	Head Office
IPv6	Internet Protocol version 6
ISO	International Standards Organization
IT	Information Technology
LAN	Local Area Network
LD	Liquidated Damage
LST	Local Service Tax
MAF	Manufacturer Authorization Form
MS	Managed Services
MSP	Managed Service Provider
NAS	Network Access Storage
NDA	Non-Disclosure Agreement
NIA	Negotiable Instruments Act
NPCI	National Payments Corporation of India
OEM	Original Equipment Manufacturer
OS	Operating System
PIN	Personal/Private Identification Number
PIR	Passive InfraRed Sensor
POC	Proof of Concept
QRT	Quick Response Team
RFP	Request for Proposal
RRB	Regional Rural Bank
SLA	Service Level Agreement
SLM	Second Level Maintenance
DIT	Department of Information Technology
TCO	Total Cost of Ownership
UPS	Uninterrupted Power Supply
VPN	Virtual Private Network
HO/ZO	Head Office/Zonal Office



Section A: Introduction and Disclaimer

A.1 Introduction

This Request for Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Allahabad bank ('Bank') to Empanelled Vendors/ Service Providers for **Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations of Allahabad bank on OPEX Model** for Bank's ATMs/CD/CRs (Existing as well as future deployments). Site identification for such solution will be solely at the discretion of the Bank.

The purpose of ALLAHABAD BANK behind this RFP is to seek a detailed technical and indicative commercial proposal for Comprehensive Centrally Monitored Electronic Surveillance system for all ATM/CD/CR installations of Allahabad Bank on OPEX Model.

The initial contract for the Surveillance system will be for the period of **three years** from the date of signing of the contract/SLA, subject to yearly performance review for satisfactory performance of the Vendor. The tenure of contract can be extendable on same terms and conditions for 1+1 year at the banks discretion.

This RFP is not an agreement and is neither an offer nor invitation by the Bank to the prospective Bidder/s or any other person or entity. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Bank in relation to the Project[s]. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Bank, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. While all care has been taken to keep the assumptions, assessments, statements and information contained in this RFP as relevant, complete, accurate, adequate and correct, it may not be taken as final. Each bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

A.2 Information Provided

The RFP document contains statements derived from information believed to be true and reliable at the date obtained; but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the scope of this RFP.

The Bank may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

A.3 For Respondent Only

The RFP document is intended for the information of the party (ies) to whom it is issued ("the **Recipient**" or "the **Respondent**") and no other person or organization.

A.4 Disclaimer

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidder(s) or applicant(s) whether verbally or in documentary form by or on behalf of Allahabad Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Allahabad Bank to any parties other than the applicant(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the



accuracy, reliability and completeness of the information in this RFP. Allahabad Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Allahabad Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Allahabad Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (www.allahabadbank.in) and it will become part and parcel of RFP.

Allahabad Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Allahabad Bank reserves the right to reject any or all proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Allahabad Bank shall be final, conclusive and binding on all the parties.

The Bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

A.5 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by Recipients/Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, site/infrastructure visits etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.

A.6 No Legal Relationship

No binding legal relationship will exist between any of the Recipients/Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

A.7 Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct any necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

A.8 Evaluation of Offers

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 the bidder/s for **Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations of Allahabad bank on OPEX Model** and not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation for short listing/ selecting the bidders who meet the benchmark of technical and financial capacity criteria and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient, nor would it be conferring any right on the bidder over the Bank for any kind of claim whatsoever. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.



A.9 Errors and Omissions

To assist in the scrutiny, evaluation and comparison of offers, Allahabad Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

A prospective bidder requiring any clarification of the RFP may notify the Purchaser in writing or by fax/e-mail at the Purchaser's mailing address indicated in the invitation For Bids (IFB) as per **Section B.7**. The Purchaser will respond in writing /by email / publish in its official website, to any request for clarification of the RFP, which it receives 2 (two) working days prior to the date of Pre-Bid Meeting.

A.10 Acceptance of Terms

A Recipient will, by responding to the Bank with a submission, be deemed to have accepted the terms of this Introduction, RFP and Disclaimers.

A.11 Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.



Section B – RFP Response terms

Lodgement of RFP

B.1 RFP Submission Details

RFP responses must be submitted as follows:

One Set of bid documents (paper copies) containing Eligibility, Technical and indicative Commercial responses (Each in separate sealed envelopes); one (1) electronic copy (Microsoft Office 2003/2007 on CD) and one (1) electronic copy (Adobe .pdf) must be supplied in master sealed envelope superscripted “Allahabad Bank RFP – E-Surveillance– 2018” and addressed to:

The Dy. General Manager - IT
Allahabad bank
Head Office
Department of Information Technology
2nd Floor,
2 – Netaji Subhash Road
Kolkata (W.B) – 700001.

B.2 Submission of Bids

The bids shall be in three parts viz.

1. Eligibility Proposal
2. Technical Proposal and
3. Indicative Commercial Proposal

Eligibility, Technical and Indicative Commercial Proposals each shall be submitted in separate sealed envelope super-scribing “**Eligibility Proposal for Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations of Allahabad bank on OPEX Model**”, “**Technical Proposal for Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations of Allahabad bank on OPEX Model**” and “**Indicative Commercial Proposal for Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations of Allahabad bank on OPEX Model**” on top of the respective envelopes containing Eligibility, Technical and Indicative Commercial bid. These separate sealed envelopes should be put together in the sealed master envelope super-scribing “**Allahabad Bank RFP – E-Surveillance– 2018**”.

All pages of the proposal are to be numbered and signed by an authorised signatory on behalf of the Respondent. The numbers should form a unique running series across the entire document.

All the aforesaid documents are to be submitted at once at the time of submission.

The respondent will submit the response only in the manner detailed herein. A submission in a different manner, including a submission through Fax or Email, will not be accepted by the Bank and will be summarily rejected.

The sealed bid envelope should be delivered to Dy. General Manager at the above address (Telephone– 033 2231 5798). Bids submitted anywhere else would be liable for rejection.

All the envelopes (inside the master envelope) should have the following information on the front side:

1. **Name of the bidder:**
2. **Type of offer : Eligibility, Technical, Indicative Commercial**
3. **Date of submission:**
4. **Contact numbers (mobile) and email address of the single point of contact of the bidder for this RFP.**



Please note that in the following cases, Bank may reject the Bids responses from the bidders -

1. Submission of Bid after the time stipulated in this RFP Document.
2. Misleading/incomplete information or documentation
3. Bid submission without bidders name
4. Price information provided anywhere other than 'Indicative Commercial Bid'
5. Improper Draft/Banker's Cheque/Bank Guarantee for Bid Fee or Bid Security
6. Any conditional offer or assumption with or without information to the Bank
7. Envelopes are not in order as requested in this document
8. Submitted bid through Fax or email
9. Submitted more than one bid. In case bidder is submitting more than one bid all the bids submitted by the bidder shall be disqualified
10. Bidder not able to demonstrate the services/facility requested in RFP and proposed by bidder at the time of visit by Bank's evaluation team.

B.2.1 Eligibility Proposal

The eligibility proposal shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed)
2. Non-Disclosure Agreement (NDA)
3. Covering letter on the prescribed format (Compliance Certificate) as per **Annexure-1**
4. Eligibility Proposal in the prescribed format/template as per **Annexure-2,**
5. **Annexure-3 and Annexure -4**
6. Supporting documents/certificates etc.
7. RFP cost of Rs.25,000/- (Rupees Twenty Five Thousand only), in the form of a Bank Draft/Bankers' Cheque issued by a Scheduled Commercial Bank favoring Allahabad bank, payable at Kolkata. In case of non-payment of this fee, the offers shall not be opened/considered for further evaluation.
8. **Annexure-8** – Conformity with Hardcopy letter
9. **Annexure-9** – Conformity Letter
10. **Annexure-10** – PRE CONTRACT INTEGRITY PACT
11. **Annexure-13** – Compliance Performance
12. **Annexure-16** – Compliance Statement for Reverse Auction
13. **Annexure-17** – Letter of Authority for Participation in Reverse Auction
14. Copy of the response document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
15. One Compact Disk (CD) containing the soft copy and the scanned copies of credential letters/Purchase orders/supporting documents as mentioned in section.

B.2.2 Technical Proposal

The Technical Proposal should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the technical details in the prescribed formats duly filled in, along with the offer. The Technical Proposal must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.

The technical proposal shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed)
2. Functional specifications – **Annexure-5**
3. Technical specifications – **Annexure-5**

B.2.3 Indicative Commercial Proposal

The Indicative Commercial Proposal should be complete in all respects and contain all information asked for as per **Annexure – 7**, Indicative Commercial Bid Template.

**B.3 Opening of Bids**

Opening of Bids shall be strictly as per schedule under this RFP and no request for change in date shall be entertained. However, Bank reserves the right to change the date and time of the Schedule of RFP under unavoidable circumstances, if any, without assigning any reasons.

The bid shall be cancelled at any stage if the Bank detects that information/facts is contrary/undisclosed to what has been submitted in the bid.

The envelope containing Eligibility proposal will be opened first and will be evaluated for **eligibility of the bidder**.

Non-compliance of even one condition in the eligibility requirements will render the bid ineligible for opening of the Technical proposal.

Technical Proposal shall be opened only for eligible bidders and will be evaluated as per **Technical and Functional Specification**.

Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit will be done as detailed under in this document. Only those bidders who qualify after technical evaluation will be eligible for opening of Indicative commercial bid.

B.4 Offer Validity Period

RFP responses must remain valid and open for evaluation, according to their terms, for a period of at least 180 days from the Technical bid opening date.

B.5 Registration of RFP Submission

Upon receipt of a submission, the Bank shall register the response. **Incomplete or partial or faulty** Submissions shall be rejected forthwith.

All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the RFP shall be deemed as respondents' license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

B.6 Late RFP Submission Policy

Within time submission of responses is strongly encouraged and recommended. RFP responses received after the deadline for lodgement of RFPs will not be admitted/accepted for registration.

B.7 Requests for Information/Clarification

Respondents are required to direct all communications related to this RFP to:

Dy. General Manager - IT
Allahabad bank
Head Office
Department of Information Technology
2nd Floor,
2 – Netaji Subhash Road
Kolkata (W.B) - 700001

Bidder should use the following format for their above-said communication -

Name of the Respondent/Bidder:

Date:

Contact Person from Respondent/Bidder in case of need. Name:

Designation:

Mail ID:

Tel/Mobile No:



Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query
1				
2				
3				

All queries/clarifications requested must be in writing and should be forwarded by the nominated point of contact of bidder in the above format in MS-EXCEL-2003/2007 work book format. The queries to be e-mailed to: ho.atm@allahabadbank.in with subject as “Pre bid queries on ALB E-Surveillance RFP - 2018”.

Bank shall not answer any communication initiated by respondents after the last date of query submission. Bank may in its absolute discretion seek additional information or document from any respondents after the RFP closes for supplementary information and better evaluation. All such information and document provided must be taken to form part of that Respondent's response.

Bank is not bound to reply to queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

B.8 Bid Security/Earnest Money Deposit, Cost of RFP and Performance Bank Guarantee

B.8.1 BID Security/Earnest Money Deposit

1. The Bidder shall furnish, as part of its bid, a Bid Security/Earnest Money Deposit for an amount of Rs. 25,00,000/- (Rupees Twenty-five Lakh only) in the form of a Bank Guarantee issued by a reputed Scheduled Commercial Bank in India (other than Allahabad bank) in the format as per **Annexure-11** and valid for 12 months from the last date of submission of the Indicative commercial bid.
2. The successful Bidder's bid security will be discharged upon the Bidders signing the contract & furnishing the Performance Bank Guarantee. Unsuccessful Bidder's bid security will be returned as promptly as possible, after the declaration of the successful Bidder/s.
3. The bid security may be forfeited/Bank Guarantee shall be invoked:
 - i. If a Bidder withdraws its bid during the period of bid validity; or
 - ii. In case of a successful Bidder, if the Bidder fails
 - a) To sign the Contract within the stipulated time, or
 - b) To furnish Performance Bank Guarantee within the stipulated time.
 - iii. At any stage of evaluation, if a bidder/s is/are found to have given wrong certification/information in Technical Bid, which does not support/corroborate such claim/s made in Technical Bid, Bank may at its discretion forfeit EMD/invoke the Bank Guarantee submitted as EMD and reject the bid.

B.8.2 Cost of RFP

A complete set of Bidding documents may be purchased by any of eligible Bidders from this office upon payment of a non refundable fee of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft/ Banker's Cheque in favour of Allahabad bank payable at Kolkata. The same is available on our Bank's website <http://www.allahabadbank.in> and can be downloaded from the website.

In case the Bid document is downloaded from the website, the price of Bidding document shall have to be handed over separately in the form of a non refundable Demand Draft/ Banker's Cheque for Rs. 25,000/- (Rupees Twenty Five Thousand Only) in favour of Allahabad bank payable at Kolkata at the time of submission of the Bid as part of the eligibility bid.

**B.8.3 Performance Bank Guarantee**

Successful Bidder/s also have to furnish within Ten (10) days after the bidders receipt of 'Notification of Award Contract'/Purchase Order, a Performance Bank Guarantee of 10% of the total contract value in place of Bid Security (EMD), issued by any reputed Scheduled Commercial Bank in India (other than our bank i e Allahabad bank) in favour of Allahabad bank (**Annexure- 12**).

Performance Bank Guarantee has to remain valid up to 60 (sixty) days after the expiry of the contract. In case of extension of contract, the successful Bidder/s have to extend the Performance Bank Guarantee for the extended period (exceeding six months of the currency of contract) as per stipulation in the SLA.

B.9 Notification

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Completed, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

B.10 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be considered as disqualification.

B.11 Language of Response

The response prepared by the Bidder/s, as well as all correspondence and documents relating to the Response exchanged by the Bidder/s and the Bank and supporting documents and printed literature shall be in English language only.

B.12 Formats for Responses

The Bidder/s should strictly use the formats prescribed by the Bank in the RFP for submitting the Eligibility-cum-Technical and Indicative Commercial bid responses.

B.13 Erasures or Alterations

All details must be completely filled up. All the corrections or alterations, if any, should be authenticated. In the case of the corrections/alteration are not properly authenticated, the offer shall be rejected.

There should be no hand-written material, corrections or alterations in the offer. Filling up of the forms using terms such as "OK", "Accepted", "Noted", "As given in Brochure/Manual" are not acceptable to the Bank. Offers not adhering to these guidelines may not be accepted by the Bank.

B.14 General Terms and Conditions**B.14.1 Adherence to Terms and Conditions**

The Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. 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.

B.14.2 Execution of SLA & NDA

The successful Bidder will execute (a) Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-Disclosure Agreement (NDA) detailing the confidentiality obligations of the successful bidder/its employees/agents/ contractors/sub-contractors/professional advisors etc.



The successful Bidder/s will execute the SLA and NDA within 15 days from the date of acceptance of Letter of Appointment/Purchase Order. The contract shall be executed by the authorized signatory of the Bidder/s. A Board Resolution to that effect shall be submitted by the successful bidder/s.

The Stamp duty for execution of the contract is to be paid by the bidder/vendor only.

B.14.3 Other Terms and Conditions:

Bank reserves the right to:

1. Reject any and all responses received in response to the RFP;
2. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery;
3. Extend the time for submission of all proposals;
4. Select the most responsive Bidder/s (in case no Bidder/s satisfies the Eligibility-cum-Technical criteria in totality);
5. Select the next most responsive Bidder/s if negotiations with the Bidder/s of choice fail to result in an agreement within a specified time frame;
6. Share the information/clarifications provided in response to RFP by any Bidder/s, with any other Bidder(s)/others, in any form;
7. Cancel the RFP at any stage, without assigning any reason whatsoever;
8. Change the time schedule of the RFP for inviting the bids or evaluation thereof;

B.14.4 Substitution of Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed without the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder/s during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

B.15 Professionalism

The Bidder/s should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

B.16 Adherence to Standards

The Bidder/s should adhere to laws of the land and rules, regulations and guidelines prescribed by various Regulatory, Statutory and Government authorities.

The Bidder should provide a fully compliant system with latest certification/standards prevailing in the industry and ensure their time to time updation.

The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

B.17 Audit

The Bank or other Regulatory authorities reserves the right to conduct an audit/ongoing audit of the services provided by the Bidder/s.

**B.18 Expenses**

Bank will not pay any amount/expenses/charges/fees/travelling expenses/boarding expenses/ lodging expenses/conveyance expenses/out of pocket expenses etc. related to this RFP.

B.19 Single Point of Contact & Direct Support

Bank intends that the vendor shall have **Single Point of Contact (SPOC)** for fulfilling all obligations and providing all deliverables and services required for successful implementation of this project. The vendor may appoint/procure services of third party suppliers, to perform all or part of the obligations contained under this RFP only after prior written consent of the Bank and that the Bank may for convenience, enter into arrangements, including tripartite agreements, with such third party if required.

B.20 Limitation on promotion

The Successful Bidder/s shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

B.21 Publicity

Successful Bidder/s shall not use the name and/or trademark/logo of Bank, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of Bank.

B.22 Resource Planning

The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

B.23 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder/s, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected Bidder under this RFP.

B.24 Penalty and Liquidated Damages

If the selected Bidder/s fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the Bidder/s. The Bank reserves the right to recover an amount equal to 10% of the contract value as Liquidated Damages for non-performance.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

B.25 Force Majeure

The Successful bidder/s shall not be liable for penalty/liquidated damages or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as War, Strike, Riot, Crime, or an Act of God/Nature (such as Hurricane, Flooding, Earthquake, Volcanic Eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the Successful Bidder/s shall promptly



notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful Bidder/s shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

If under this clause the Bidder/s is/are excused performance of any obligation for a continuous period of ninety (90) days, then the Bank may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the Bidder.

B.26 Indemnity

The Successful Bidder/s shall, at its own expense, defend, indemnify and hold the Bank harmless 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 the Bank as a result of:

- Third party claims for infringement of Patent, Trademark, design or copyright arising from use of products, services or any part thereof supplied/provided by Bidder/s.
- Negligence or wilful misconduct of the Bidder and/or its employees/agents/sub-contractors/professional advisors in performance of its obligations under this Agreement;
- Breach of confidentiality obligations by the Bidder and/or its employees/agents/sub-contractors/professional advisors;
- Bank's authorized or bonafide use of services provided by the successful bidder under this Agreement;
- Claims made by the employees or sub-contractors or sub-contractors employees who are appointed by the Successful bidder for performance of obligations under this Agreement;

Bidder/s will provide infringement remedies and indemnities for third party products, on a pass through basis. The Successful Bidder/s shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder/s shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a Bidder/s approved settlement. The Bank will issue notice to the Bidder/s of any such claim without delay and provide reasonable assistance to the Bidder/s in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Successful Bidder/s shall also reimburse all incidental costs, which the Bank incurs in this regard.

In the event of the Bidder/s not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder/s under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

B.27 Authorised Signatory

The selected Bidder/s shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected Bidder/s shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder/s shall furnish proof of signature identification for above purposes as required by the Bank.

B.28 Applicable Laws and Jurisdiction of court

The Contract with the selected Bidder/s shall be governed, construed and enforced in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

**B.29 Dispute Resolution**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator.

The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Kolkata, India.

Jurisdiction of the court:

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Kolkata only and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.

B.30 Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected Bidder/s and recover expenditure incurred by the Bank on the following circumstances:

1. The selected Bidder/s commit a breach of any of the terms and conditions of the bid/ contract.
2. The Bidder/s go into liquidation voluntarily or otherwise.
3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
4. The progress regarding execution of the contract, made by the selected Bidder/s is found to be unsatisfactory.
5. If deductions on account of Penalty exceeds more than 10% of the total contract price.
6. Supply of sub standard material shall lead to cancellation of order. The Bank reserves its right to cancel the order in the event of delay in delivery/installation/commissioning of equipment and charge liquidated damages for the delay.

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

The Bank reserves the right to recover any dues payable by the selected Bidder/s from any amount outstanding to the credit of the selected Bidder/s, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

B.31 Term and Termination

The initial contract for the E-Surveillance system will be for the period of three **years** from the date of signing of the contract/SLA, subject to yearly performance review for satisfactory performance of the Bidder. The tenure of contract can be extendable on same terms and conditions for 1+1 year at the banks sole discretion.

Without prejudice to any other remedy for breach of Contract, the Bank may by written notice of default sent to the Bidder, terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.



In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), 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 selected Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the contract.

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 Bank, the selected Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of 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.

- a) Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.
- b) 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.

The Bank may terminate the contract in full or in parts by giving a written notice of three months to the successful bidder against acknowledgement. The vender shall make full endeavour for a smooth transition/provide all support to the new Bidder and Bank so as to ensure continued customer service and minimum disruption.

B.32 Non Payment of bidder Charges/Fees

If any of the items/activities as mentioned in the Indicative Commercial bid is not taken up by the Bank during the course of this assignment, the Bank will not pay the bidder fees/charges quoted by the Bidder/s in the Indicative Commercial Bid against such item/activity.

B.33 Subcontracting

The Bidder/s shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder/s under the contract without the prior written consent of the Bank.

B.34 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the Successful Bidder/s shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder/s, premature termination of the contract, and/or legal action against the



Bidder/s for breach of trust. Selected Bidder/s shall have to sign a legal non-disclosure agreement with the Bank within fifteen days from the date of acceptance of Letter of Appointment/Purchase Order.

The Bidder/s (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder/s in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The Successful Bidder/s, its employees /professional advisors and agents shall not, without prior written consent from the Bank, make use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract awarded. In case of breach, the Bank shall take such legal action as it may be advised. The Bidder/s have to maintain confidentiality even after completion/termination of the contract.

B.35 Limitation of Liability

The Successful bidder/s aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.

Bidder/s liability in case of Willful Misconduct or Gross Negligence of the Successful bidder/s, its employees/professional advisors and Sub-contractors or from infringement of Patents, Trademarks, Copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Successful bidder/s as part of this Agreement.

Under no circumstances the Bank will be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement.

Further, all employees/contractors/sub-contractors or professional advisors engaged by the successful bidder shall be in sole employment of the Successful bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. and under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Bidder.

B.36 Set-Off

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank from bidder/s against payments due and payable by Bank to bidder/s for the services rendered.

B.37 Vicarious Liability

Successful Bidder/s shall be the principal employer of the employees, agents, contractors, subcontractors, professional advisors etc., if any, engaged by Successful Bidder/s and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by Successful Bidder/s for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors professional advisors etc., of Successful Bidder/s shall be paid by Successful Bidder/s alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims and/or wages of any of Successful Bidder/s employees, agents, contractors, subcontractors etc. Successful Bidder/s agrees to hold Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability,



claims, actions or proceedings, if any, whatsoever nature that may arise or be caused to Bank through the action of Successful Bidder/s employees, agents, contractors, subcontractors, professional advisors etc.

B.38 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.

AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank 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 Bank of the benefits of free and open competition.

Bidders responding to this RFP need to sign the **PRE CONTRACT INTEGRITY PACT (IP)** as per attached **Annexure-10**.

B.39 Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if –

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money/fee and Bid Guarantee.
- It is not properly or duly signed by the authorized signatory.
- It is evasive or contains incorrect information.
- There is canvassing of any kind or any influence is brought upon.
- It is submitted anywhere other than the place mentioned in the RFP.
- Or for any other unseen reason/s which may not be in conformity and the Bank deem fit and desirable for rejection.

B.40 Related Parties

In the following circumstances Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

1. Bid submitted by holding company and its subsidiary
2. Bids submitted by one or more companies having common director/s
3. Bids submitted by one or more partnership firms/LLPs having common partners
4. Bids submitted by one or more companies in the same group of promoters/management
5. Any other bid in the sole discretion of the bank is in the nature of multiple bids.

B.41 Compliance with Laws

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing 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 RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its 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. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, 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 its employees/ officers/ staff/ personnel/ representatives/agents from 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

B.42 Violation of terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

B.43 Solicitation of Employees

The selected Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

B.44 Intellectual Property Rights

In order to perform the services, the successful bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep Allahabad bank harmless and indemnify Allahabad bank from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

B.45 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile



transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.



Section C: Bidder's Selection/Evaluation Process Opening of Bids

Opening of Bids shall be strictly as per schedule under this RFP and no request for change in date shall be entertained. However, Bank reserves the right to change the date and time of the Schedule of RFP under unavoidable circumstances, if any, without assigning any reasons.

The envelope containing **Eligibility Proposal** will be opened first and would be evaluated for eligibility.

Technical Bid shall be evaluated, if the Bidder is found Qualified as per Eligibility Criteria as stipulated in this RFP document. A bidder to qualify for evaluation of Technical bid must mandatorily comply with ALL requirements under the Eligibility criteria. Non-compliance of even one condition will render the bid ineligible for further processing of the Technical bid.

The bid shall be cancelled at any stage if the Bank detects that information/ facts is contrary /undisclosed to what has been submitted in the bid.

Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit may be done as detailed under in this document and bidders satisfying the stated criteria will qualify for opening of Indicative commercial bid.

Indicative Commercial Proposal shall be opened only for the technically qualified bidders.

Please note that the criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons. Bank also reserves the right to reject any/all proposal(s) or take a decision on ratio of order distribution amongst two successful bidders in any manner whatsoever, as per the Bank's discretion, without providing any specific reasons.

All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.

C.1 Two Bid System Tender

- C.1.1 The offer will be in two parts - Technical and Commercial (Reverse Auction).
- C.1.2 **The Bank would adopt the E-Tendering process for the submission of Commercial Bid, whereas the technical Bid is to be submitted in physical form.**
- C.1.3 Technical Bid in duplicate duly sealed and super-scribed '*Bid for Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations for Allahabad bank on OPEX Model - Technical Bids*' shall be submitted as per bid details given in the RFP. **Softcopy of the Technical Bid in MS-Word format should be submitted in a CD(R)/DVD (R), properly super-scribing Bidder's Name and "*Bid for Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations for Allahabad bank on OPEX Model - Technical Bids*", in the inner envelope containing the Original Technical Bid**.
- C.1.4 The covers should also indicate name and address of the vendor submitting the offers.

The covers should be addressed to,
The Deputy General Manager - IT,
Department Information Technology,
Allahabad Bank, 2nd Floor, 2 N. S Road,
Head Office, Kolkata – 700001.



- C.1.5 The bid not submitted in the prescribed format or incomplete in details will be liable for rejection. Allahabad Bank will not be responsible for non receipt of bids within the specified date and time due to any reason including postal delays or Holidays.
- C.1.6 The Technical Bid and Commercial Bid should be prepared in an organized, structured and neat manner.
- C.1.7 The Technical Bid including Brochures/leaflets etc. should be submitted in Technical Bid as a bound document and not in a loose form.
- C.1.8 All the pages of the Technical bid should be **serially numbered indicating beginning and ending page on each and every page** (for e.g. : page 1 of 99) ..
- C.1.9 If the inner & outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- C.1.10 If envelope earmarked as "Original Technical Bid" is found to contain "copy technical bid", then that bid will be summarily rejected.
- C.1.11 Telex, Cable, Facsimile or E-mail Bids will be rejected.

C.2 Eligibility Evaluation

Eligibility Evaluation – Step 1 shall be to ascertain the eligibility of the Bidder/s for the project. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in **Annexure 2** – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof. During evaluation of the responses, the Bank, at its discretion, may ask the bidder for clarification in respect of its response. The request for clarification and the response shall be in writing, and no change in the substance of the response shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any response in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

The Eligibility proposal must contain all the documents as detailed in section B/ B.2 of this RFP. Only those bidders, who fulfill the eligibility criteria, will be eligible for Technical evaluation.

C.3 Technical Evaluation

- C.3.1 It is mandatory to provide the technical details in the exact format of Technical Specifications of Equipments & Accessories offer given in the RFP. Correct technical information of the product being offered must be filled in. **Filling of the information using terms such as- "OK", "Accepted", "Complied", "Noted", "As given in Brochure/manual"- is Not acceptable.** The Purchaser reserves the right to treat offers, not adhering to these guidelines, **as unacceptable.**
- C.3.2 The Purchaser shall not allow/permit changes in the technical specifications once it is submitted.
- C.3.3 **The relevant information, technical specification sheets, documents in support of various certifications, wherever applicable, as asked for by the bank etc., should be submitted along with the offer.** Non-submission or partial submission of this information along with the offer could result in **disqualification.**
- C.3.4 The Technical offer (TO) should be complete in all respects and contain all information asked for in this document any deviation is likely to cause rejection of the bid.
- C.3.5 It is mandatory to submit the technical details only in the prescribed formats duly filled in, along with the offer. The Bank, at its discretion, may not evaluate a TO in case of non-submission or partial submission of technical details. Bank may ask the vendor to furnish the support documents, if required.

**C.3.6 Executive Summary:**

The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Vendor's organization and position with regards to services mentioned in the RFP in the Banking Sector. A summary of the Vendor's products and services that will be provided as part of this procurement should follow, with a brief description of the unique qualifications of the Vendor. Information provided in the Executive Summary is to be presented in a clear and concise manner.

C.3.7 The Technical offer must NOT contain any price information.

C.3.8 The Technical offer is further divided into two sections (1. Eligibility criteria and 2. Technical offer) and shall comprise of the following documents:

- a. Covering letter on the prescribed format (Annexure - 1)
- b. Executive Summary
- c. Delivery Schedule plan:
Detailed Work Plan (Project Plan) for all the equipment as mentioned in Section II (Scope of Work and Project Timelines) of this document. A PERT chart providing the delivery plan and scheduled date of commencement of delivery and completion of the delivery should also be provided.
- d. Confirmation with the eligibility criteria (Annexure - 2) with required certificates / documents / proof
- e. Confirmation of Technical & Functional Specifications (Annexure - 5)
- f. Reference Site details (Annexure - 6)
- g. Copy of the RFP duly putting the seal and signature on all the pages of the document for having noted the Contents and testifying conformance to the terms and conditions set out.
- h. Documentation (Product Brochures, leaflets, manuals etc.)
- i. Masked Indicative Commercial Bid (without Price Details) – Annexure – 7
- j. Bidder Details (Annexure-3)
- k. Bid security of Rs.25,00,000/- (Rupees Twenty-five Lakhs Only), in the form of a demand draft or Bank Guarantee (as per the format mentioned in (Annexure - 12) issued by a scheduled commercial bank favouring Allahabad Bank, payable at Kolkata.
- l. Bid price of Rs.25,000/- (Rupees Twenty-five Thousand Only), in the form of a demand draft issued by a scheduled commercial bank favouring Allahabad Bank, payable at Kolkata. In case of nonpayment of this fee along with the tender document the offers will not be opened / considered.
- m. Compliance certificate in Annexure – 16
- n. Query on eligibility criteria in Annexure – 14

C.3.9 The bidder should agree and confirm to the terms & conditions specified in the RFP. The bidder is advised not to specify or mention any other terms and conditions, as the Bank may take such conditions as deviations/non - conformity with the RFP terms.

C.3.10 The Bidder should provide proof that he has successfully supplied E-Surveillance for ATM/CD/CR sites to different banks. Bidder is required to furnish a letter from the respective Bank, where E-Surveillance for ATM/CD/CR sites are already installed and implemented. Bank is entitled to make its own independent queries to verify the claims of the bidders.



C.4 Indicative Commercial Evaluation:

- C.4.1 The Bank will adopt E-Tendering process for online submission of Indicative Commercial Bids. The service provider for Bank's e-Tendering process is M/s Antares Systems Limited and the portal address for the same is www.tenderwizard.com/abbank, wherein the necessary details for e-Tendering are available.
- C.4.2 The prospective bidders are advised to submit only the indicative commercial bids online. The following steps are to be taken for online submission of Commercial Bids:
- C.4.3 The Indicative Commercial offer should give all relevant price information and should not contradict the Technical offer and masked commercial offer in any manner.
- C.4.4 For both goods manufactured in India or goods of foreign origin already located in India and goods offered from outside India, the prices should be quoted in Indian Rupees only.
- C.4.5 The bidder shall indicate on the appropriate Price Schedule, specifying the unit prices of the goods proposed to be supplied.
- C.4.6 Indicative Commercial offer should give all the relevant price information in line with "Price Composition".
- C.4.7 It should be as per the formats Annexure – 7 only.
- C.4.8 It should not contain any terms and conditions or additional documents.
- C.4.9 **The bidders are advised in their own interest, to quote the best possible offer for the item offered.**

The prices quoted will also include

1. Installation of any software agent required by the bidder/s for e-Surveillance of the site.
2. Transportation charges for materials to respective sites, installation and insurance till completion of the acceptance by the Bank.

Thus, prices should be quoted excluding all taxes and charges/costs associated with all areas/items/services required for smooth operation/functioning of the solution.



Section D: Existing infrastructure

D.1 Background

Allahabad Bank is one of the largest and oldest Public Sector Banks in India. The Bank consists of a branch network of more than 3200+ branches. While Bank has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail of various alternate channels of delivery. Currently Bank is having 1000+ automated machines including ATMs, Cash Recyclers, Cash Dispenser and other machines.

Existing Infrastructure

Bank has already installed around 1000+ networked ATMs (Diebold, NCR, Wincore and Parto etc. Model) connected to FIS Switch. All **ATMs/CDs/CRs** are connected either through Leased Line, MPLS, RF or through VSAT.

Bank has installed ATMs/Cash Recyclers in on-site/off-site cabins as well as in the lobbies of the branches.

Bank desires to outsource e-surveillance of all **Machines** to the successful Bidders/Respondents under this RFP who will manage e-surveillance services of the currently deployed Machines. In addition to the existing Machines, any new Machines to be deployed by the Bank during the currency of the agreement arrived at pursuant to this RFP may also be covered at the discretion of the Bank, as per detailed scope of work given in this RFP and finally agreed upon with the finally selected service provider/s.



Section E: Scope of Work

To implement a robust, reliable and proven technology solution for Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations of Allahabad bank on OPEX Model. E-surveillance system will be implemented at minimum 300 sites and at maximum 800 sites depending upon the feasibility/requirement , **E-Surveillance system would consist of the following services under OPEX model –**

- **Event based e- Surveillance at all the ATM/CD/CR sites**
- **UPS Management and functional monitoring.**

(At onsite ATMs, depending upon ground situation, the area of surveillance extending on to some part of the Branch or the whole Branch would be covered under the same package).

➤ **Event Based e-Surveillance activities –**

- 1.1. Detection of Intrusion in the ATM/CD/CR, UPS, Control Panel, etc. in the ATM premises.
- 1.2. Sensor/facility to be provided, which should be able to detect any person entering ATM room with covered face, face under mask and/or use of helmet etc.
- 1.3. Alert on fire/abnormal heat, smoke, in the ATM premises.
- 1.4. CCTV Surveillance should be provided in ATM Room and ATM Back room as well as the front entrance area.
- 1.5. Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis. In other words, the Trigger action in all the ATMs including the Night closer ATMs would be on event based basis however, all the ATMs would remain under Surveillance for the 24 hrs basis.
- 1.6. Video verification by viewing images of site on above event.
- 1.7. Storing of Images and Video for any Verification (**90 days minimum**) (Expandable to meet higher period for storing in case of any future administrative/regulatory requirements)
- 1.8. Use of 2-way audio to deter the attempted crime.
- 1.9. Storing of ticket related notes/recordings of conversation with various parties for **90 days minimum. Storing of suspicious/criminal events would be for beyond 90 days, till the closer of the case.**
- 1.10. SMS/Emails/Phone Calls to Bank officials posted at Regions/ Zones, on receiving an alert as per the procedure defined by the Bank. This disposition may be altered as per Bank requirement in future.
- 1.11. Telephone escalation to related parties regarding communication of crime.
- 1.12. Bank should have the authority and discretion to remotely view any of the ATMs under this solution whenever required, carry out mock drills etc. with availability of log details.
- 1.13. Providing reports as per the format defined by the Bank and bidder is under obligation to provide audio-video footage/images as per the requirement of the Bank or other regulatory authority.
- 1.14. Providing audio – video footage/ images for submission to Police authorities/ Civil Administration authorities, under the law.
- 1.15. All functionalities given in functional specification to be provided. Functional specifications of the e-Surveillance system are as per **Annexure-5**.
- 1.16. The offered system should have various reporting capabilities such as e-Surveillance system down report, system health check report, ATM-wise site-wise alert reports, ticket transaction reports, main power cut reports, chest door open report, hood open report, CRA attendance report and connectivity/ link uptime report etc.
- 1.17. The e-Surveillance vendor will be solely responsible to provide such information or **video**



footage or image or reports to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.

- 1.18. To implement the offered system as per the technical/ functional specifications given in the RFP document.
 - 1.19. Site and Geography identification for installation of system would be done absolutely at the discretion of the Bank. Similarly, any addition of the site should not attract any additional commercial.
 - 1.20. The Bank may shift its ATMs during the contract period. In these cases, the bidder has to shift the same equipment to the new location.
 - 1.21. During the contract period, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.
 - 1.22. During the contract period, the vendor should upgrade the system at no additional cost, particularly with reference to upgradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines/requirements etc.
 - 1.23. The Bank would use this support infrastructure for any other site control measures also.
 - 1.24. Any other related work, may be included in the agreement after discussion and appreciation of the inherent issues.
 - 1.25. Bidder has to provide access to its services/location (of Central E-Surveillance Setup)/servers/data storage etc. for RBI/Statutory/Bank auditors and other regulatory bodies as and when required.
- **UPS Management and functionality monitoring –**
- 1.26. To monitor the serviceability of UPS, to carry its remote power monitoring and report its functionality state on the format defined by the Bank to the MS vendor and the Bank in details, as envisaged in the *Annexure-5– Item No. 19 (1)*.
 - 1.27. Any new monitoring tool or report relevant to monitoring or efficiency enhancement of the ATMs, its monitoring and higher deliverance can be added as per the requirements coming up or discovered in future and the bidder is bound to accept such requirements within the overall framework of the scope of the e-Surveillance services and within the cost or charges finalized as a result of this RFP.
 - 1.28. The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance and regulatory requirements of the Bank.

The vendor should comply with the **Bank's Information Security (IS) policy** in key concern areas relevant to the RFP. Some of the key areas are as under-

- Responsibilities for data and application privacy and confidentiality.
- Responsibilities on system and software access control and administration.
- Custodian responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the vendor.
- Physical Security of the facilities.
- Physical and logical separation from other customers of the vendor.
- Incident reports and reporting procedures.
- Password policy of the Bank.
- Data encryption/ protection requirement of the Bank.
- Storage of all data (videos, audios, log etc.) should be stored at the Vendor's location complying with the RBI and Bank's IS Security Policy.



- In case of replacement/disposal of any storage media, bidder has to ensure that the media is properly degaussed before being disposed to rule out any possibility of data being misused.

Relevant portion of IS Security policy to meet the Security requirement of the Bank will be shared with the successful bidder for compliance.

Note: Further Bank shall have the full discretion to avail any of the services enlisted in the scope of work. Bank, at its sole discretion, at any point of time, may avail or discontinue any of the services or increase/decrease the numbers of the sites during the period of contract by giving 1 month prior intimation to the bidder/s. In another words, Bank will not be obliged to accept all the works from the bidders at all the sites. Bank at it's discretion may drop or add the site based on past performance (satisfactory services as per Bank's requirement) of the service provider or as per the requirement and feasibility.

E.2 Payment Terms

No advance payment will be made. Payment shall be made on monthly basis of the bills raised by the approved bidder/service provider, by the Head Office of the Bank after verification of uptime report submitted and deducting the penalties if any. Payment shall become due from the date of operationalizing and acceptance of the system by the base branch, at the ATM location. Payment will be made after deducting TDS as per Income tax Rules and any other Govt. dues/taxes which may be levied in future. Bidder/Service Provider should submit the bills within 7 days at the end of the month along with the uptime report. The payment shall be cleared within 15 working days of submission of the consolidated bills and other related documents/reports.

E.3 Penalty Clauses

Penalties will be levied as per the terms described as under -

E.3.1 Penalty For delay in supply and installation-

The complete e-Surveillance system for ATM/CD/CR should be delivered and installed and made operational at all the identified ATM/CD/CR sites within 90 days of acceptance of order. Sites not covered in given timeline would attract a penalty at the rate of Rs. 250 (Rupees Two Hundred and Fifty only) per week per ATM/CD/CR site.

The maximum penalty would not exceed 50% of the aggregate monthly charges payable to vendor for all sites for a particular month. Beyond this, Bank shall have the option of cancelling the orders and/or invoking Bank Guarantee, with a thirty days notice, unless delay is due to Bank's dependency or reasons beyond control of both Bidder/Bank.

In case of invoking of the Performance Bank Guarantee, the vendor would be Black listed for appearing in any future RFP process of the Bank and the data would also be shared with the IBA and RBI.

E.3.2 Penalty for Operational Deficiency –

In case the centralized e-Surveillance system for ATMs is non-functional then the penalty will be applied as per below:

1.25 times of the Daily Average of aggregate amount multiplied by number of days for which the system was down will be deducted from the monthly invoice during the month but in any case not exceeding the



monthly invoice. However the penalty will be maximum upto the payable monthly invoice amount. For downtime less than 24 hrs Bank may waive the penalty if the bidder intimates the issue to the Bank alongwith the root causes analysis, action taken report and resolution timelines.

In case any of the sensors mentioned in the RFP/Agreement are not provided by the bidder or non functional beyond 24 hrs at a particular site, penalty will be deducted in proportion to the total number of sensors from the monthly revenue of the particular site. The sensors for which Bank has agreed to exclude from monitoring either based on site or globally, will not be taken for aforesaid penalty calculation.

Beyond this, Bank shall have the option of cancelling the orders/ or invoking Bank Guarantee by giving 30 days notice, unless delay is on part of the Bank or reasons beyond control of both bidder/Bank .

Determination of non-functioning would be done by the consolidated report submitted by the Vendor or the random checking done by the Bank at ATM sites and the determination of time would begin from such reporting done to the vendor from the Bank, or as per the time stamped in the MIS report, whichever is earlier.

E.3.3 Penalties FOR Non-maintenance of Sites – Penalties FOR Negligence on the part of the Vendor

If there is any loss to the ATM machine/Cash or other asset due to negligence on part of the e-Surveillance Bidder, they shall be held liable for the same & Bank shall recover the same from the Bidder.

The penalties referred in clause E.3 above may be recovered from the future payments and /or by invoking the performance Bank guarantee.

If the successful bidder fails to complete the due performance as per this Agreement, ALLAHABAD BANK reserves the right to terminate the contract and recover Liquidated Damages maximum 10% of contract value.

Both the above Penalty and Liquidated Damages are independent of each other and applicable separately and concurrently.

The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the ALLAHABAD BANK and Force Majeure. However it is the responsibility of the successful bidder to prove that the delay is attributed to ALLAHABAD BANK and Force Majeure. The decision taken by ALLAHABAD BANK in this regard shall be final and successful bidder shall not dispute the same.

If the successful bidder fails to perform its obligation as per this Agreement then ALLAHABAD BANK reserves the right to get the balance work executed by another service provider as per choice of ALLAHABAD BANK and successful bidder shall be liable to bear the expenditure which ALLAHABAD BANK may incur for the execution of balance work and its completion.

E.3.4 Penalty for Non Submission of CCTV footage –

Flat Rs.25,000/- (Rupees Twenty Five thousand only) per incident for non submission of CCTV footage.

In cash of an incident penalty referred in clause E.3.2, E.3.3 and E.3.4 may be imposed concurrently or whichever applicable.

E.4. TRAINING

CMS reporting and generation of reports are part of this contract. Training as may be required shall be provided to the staff of the Bank, at no extra cost at selected locations of the Bank.



Annexure – 1 – Covering Letter

(Letter to the bank on the vendor's letterhead)

To

Date:

**The Dy. General Manager-IT,
Allahabad Bank,
Department of Information Technology,
2nd Floor, Head Office,
2 N.S. Road, Kolkata – 700001.**

Dear Sir,

**Sub: Your RFP for Comprehensive Centrally Monitored Electronic Surveillance system for ATM installations for Allahabad bank on OPEX Model.
RFP Ref No. HO/DIT/E-Surveillance/2018-19/117 dated 11.10.2018**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for Comprehensive Centrally Monitored Electronic Surveillance System for ATM/CD/CR installations for Allahabad Bank on OPEX Model as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP.

Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.

If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.

We agree to abide by this Scope Offer for 180 days from date of Scope (Indicative Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

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

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

We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Demand Draft/Bank Guarantee for Rs.25.00 Lakhs (Rupees Twenty-five Lakhs only) favouring Allahabad Bank and payable at Kolkata, towards bid security, details of the same as under:

No. :

Date :

Name of Issuing Bank :

Yours faithfully,

(Name & Designation, seal of the firm)

**Annexure – 2 – Eligibility Criteria**

Sr. No.	Criteria	Compliance (Yes / No)	Documents to be submitted	Details of proof submitted
1	<p>Bidder should be a registered company in India under Company Act 1956/ 2013 and – Should have been in the business of e-Surveillance in India for more than 1 year as on 30-09-2018.</p> <p>Should have a tangible positive net worth in each of the Financial Year ending 31-03-2017 and 31-03-2018.</p> <p>Should have annual turnover of minimum 1.00 Crore from e-Surveillance activity during Financial Year 2017-18 or during period of Oct' 17 to Sept' 18.</p>		<p>Copy of the Certificate of Incorporation Certificate of Commencement of Business.</p> <p>Audited Financial Statements (Balance Sheet & Profit & Loss statement) for the FY 2016-17 and FY 2017-18 along with complete auditor's certificate/qualifications.</p> <p>Certificates from the CA specifying that turnover is out of e-Surveillance Business and not including other businesses.</p>	
2	<p>The applicant should be providing e-Surveillance system to deter crime for a minimum of 500 Sites of at least 1 Scheduled Commercial Bank as on 31-03-2018 (The Bank reserves the right to inspect such installations while evaluating the Eligibility cum Technical Bid).</p>		<p>Letter from these reputed Banks (clients) confirming successful implementation of e-Surveillance system with them, as on 31-03-2018 to be submitted with following details</p> <ul style="list-style-type: none"> - Name of the client - Number of sites - Location of Central Monitoring Station - Person who can be referred to from Clients' side, with Name, Designation, Postal Address, Phone and Fax numbers, E-Mail Ids, etc., (Attach copies of purchase orders and satisfactory completion certificate signed by minimum Assistant General Manager/Dy. General Manager level of the Bank). 	
3	<p>The Central Monitoring Station Infrastructure must be in place in India as on 31-03-2018.</p>		<p>Self-Certificate stating clearly that they have an established Central Monitoring Station with complete infrastructure placed in and functioning from India. A certificate to the effect that they are not subletting their infrastructure support to any third party.</p>	
4	<p>Bidder should not have been black listed at any time by the Central /any</p>		<p>An undertaking to this effect must be submitted on Companies' letterhead.</p>	



	of the State Governments in India or PSBs or any Financial Institutions in India in previous five years as on 30 th Sep 2018.			
5	The bidder/ OEM should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.		An undertaking to this effect must be submitted on Companies' letterhead.	
6	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ OEMs /Suppliers/Contractors observe the highest standard of ethics during the procurement, execution and continuation of such contracts in pursuance of this policy. Further, all bidders to submit and "PRE CONTRACT INTEGRITY PACT" as per Annexure 10 on non judicial stamp paper of requisite value.		"PRE CONTRACT INTEGRITY PACT" as per Annexure 10 on non judicial stamp paper of Rs. 100/-	

We confirm having complied with all the prescribed eligibility criteria of the RFP

SIGNATURE
(Name & Designation)
(Seal of the firm)

**Annexure – 3 – Company Profile**

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

S. No	Item	Details	Document Submitted (Please mention section and page number and highlight the key attribute)
1	Name of bidder Company		
2	Constitution of the Company		
3	Company Registration Number, GST Number and PAN Number		
4	Date of incorporation/commencement of Business		
5	Certificate of incorporation		
5	Income Tax Number /		
6	Complete mailing address of the Registered office/Corporate office with Telephone and Fax numbers		
7	Name, designation, contact number and E-mail Address of the person authorized to make commitments to the Bank		
8	Whether any of the family members of Directors/Majority share holder / Authorized signatory working with the Bank	If yes, please provide details.	
9	Brief Description about the business profile, client profile and after sales service facilities extended by the Company		
10	Reference numbers of the contact persons in the Organisations, where project executed and are functional		
11	Copies of Income Tax Returns filed during last 3 years.		

Place:

Date:

Seal & Signature of the bidder



Annexure – 4 – MANUFACTURER’S AUTHORIZATION LETTER

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

To,

Dear Sirs,

Ref: RFP for E-Surveillance System RFP Reference No. _____ Date: _____

We _____, who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at (address of factory/ facility), do hereby authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

1. Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and
2. In the event of termination of production of such Products:
 - a. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - b. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

Yours faithfully,

(Signature)

(Name of Authorized signatory)

(Designation)

(Name and address of the manufacturer)

(Company Seal)

**Annexure – 5 – TECHNICAL BID CRITERIA****Functional And Technical Specifications with Bidder's Response**

(Bidder are required to give relevant literature with details of the equipment's makes and model/ Manufacturers' authorisation for Camera, DVR and Alarm Panel/ Network Architecture and system architecture to support compliance claim/letter from respective Third party service providers/integrators, if they themselves have the said service in-house).

Documentary evidences should clearly suggest the proven capability of past and sufficient dependency for the future three years, wherever there is dependency on any third party.

(Any bid not fulfilling any of the eligibility cum technical criteria under **MANDATORY REQUIREMENTS** or even having said "Yes" in the bid document but found "No" on the ground during actual evaluation would be summarily rejected).

MANDATORY REQUIREMENTS

Sr. No.	Alarm Panel Specification	Compliance (Yes/No)
1	Alarm Panel Key Features	
	Alarm Panel with necessary online connectivity, sufficient zones, sufficient Battery backup, and removal sensor for ATMs and various equipment in the ATM cabin.	
2	Required Sensors and Devices	
	Metal contact Sensor for sensing the removal of ATM/CD/CR, opening of hood and chest door, and other equipments placed with the ATM room.	
3	Image/Video Items	
a.	4 Channel DVR with Tamper indication and Surveillance rated HDD with 90 Day's motion based recording capacity.	
b.	Cameras – One Analogue Dome IR Camera – for front Lobby One Analogue Bullet IR Camera – for out-side ATM room One Analogue hidden Camera with mirror One IP Camera IR – front/Back lobby	
4	2 Way Audio Items	
	Speaker and Microphone with audio cables	
5.	Communication Equipment at Sites	
a.	Communication equipments with GSM/VPN/ multi SIM intelligent Router with bandwidth aggregator with minimum Dual connectivity.	
b.	Encryption technique for transmitting data from ATM/CD/CR sites to Central Monitoring Center should be IPSEC VPN encrypted.	
6.	Central Alarm Monitoring Station Infrastructure requirements	
a.	Servers with 'HOT REDUNDANCY' with immediate changeover facility from Primary server to secondary server with no time loss.	
b.	Bandwidth – Minimum 10 MBPS Primary Back-haul from Network provider Hub to Central Monitoring Station and Minimum 10 MBPS Secondary Back- haul with auto switch over.	
c.	Generator & UPS with sufficient capacity, Data Storage on Network Access Storage (NAS) for high Redundancy.	



7.	Central Alarm Monitoring Station Alert Handling Service requirement –	
a.	Capability of software alert in form of tickets besides Pop – Ups from CMS to monitor the health of all equipment deployed at site on 24x7 basis and a complaint reporting protocol and escalation matrix up to 5 Agencies of various departments. Capability of providing a separate console with attendant at Bank’s site.	
b.	Capability of – recording the conversation details of various agencies like MSP, Dispatch agency, Police and Fire Department and Bank individual; remotely controlling Siren, Smoke/Fire sensor from Central station and Raising of alerts on Scheduled timings or 24x7 basis as required by Bank.	
c.	Capability of identifying the abnormal activities through Motion monitoring and Video verification and deterring them through the use of 2-way audio communication.	
d.	Capability of raising the matter as per the escalation matrix decided by Bank if the crime cannot be deterred.	
e.	Capability of supporting in incident investigation by way of previous preview functionality attached to the ticket for last 30 minutes or more.	
8.	Central Recording	
	When the Central Monitoring Executive has viewed the site through video verification, the video verification images should be stored centrally to ensure that images are available for forensic purpose even if the burglars destroy the DVR at the site.	
9.	Central Image Pulling	
	Central Monitoring Station must have the ability to pull images and Video footage centrally from site DVR of when demanded by the Bank.	
10.	UPS function monitoring	
	Capability of UPS Power Management through monitoring of power back-up, failure and Battery discharge etc. Measuring and recording Input and Output Voltage/Charging Current/Frequency and related factors	
11.	ATM Signage Power Management	
	Capability to switch on/off the ATM signage as per defined timings. Scheduling and management for the above should be possible from remote monitoring Centre and also submission of serviceability status through SMS or e-mail.	
12.	Reports	
	Capability of generating all Ticket Reports with all details that include Date and Time of Alert and also capability of generating required MIS data with respect to surveillance.	

**GENERAL FUNCTIONAL AND BUSINESS REQUIREMENTS**

Our detailed functional and business requirement out of above Mandatory Requirements and capabilities are given hereunder which will be expected to be fulfilled by the bidders for the service deliverance.

[GENERAL FUNCTIONAL AND BUSINESS REQUIREMENTS criteria is expected to be fulfilled in general however, if there is any minor deviation in compliance, not affecting the critical service capabilities, the bid may be considered at the sole discretion of the Bank for further processing].

S.No.	Alarm Panel Specification	Compliance (Yes/No)
Sensors, Detectors and Cameras are Certified		
1	Alarm Panel Key Features	
1.1	Panel with on-line connectivity to Central Monitoring Station	
1.2	16 – 32 Zone Alarm Panel	
1.3	Ethernet card for TCP/IP Networking	
1.4	8 Hours internal battery Back-up for Alarm Panel, Router, Microphone, Speaker, DVR and 1 IR Vandal Proof Dome Camera + 1 IR Vandal Proof weather proof Bullet Camera + 1 IP Based Vandal Proof Camera + 1 hidden Camera with mirror.	
1.5	Metal Security enclosure with Key lock for Alarm panel, DVR & Router with Key and Tamper zone on opening	
1.6	Mains power sensing ability (Power Input Sensor- Mains Input (ON/OFF) (Silent Zone)	
1.7	UPS power sensing ability (Power Output) Sensor- UPS Output (ON/OFF) (Silent Zone)	
1.8	Built-In Internal SMPS and Battery (8 Hours) for router, DVR, 4 Cameras, Microphone and speakers	
1.9	ATM/CD/CR and other equipments Removal Zone (Unique Zone)	
1.10	ATM/CD/CR, and other equipments Seismic Sensor/Vibration Sensor Zone (Unique Zone) (Drilling and hammering protection)	
1.11	ATM/CD/CR, and other equipments hood and Chest Door Zone (Unique Zone)	
1.12	ATM/CD/CR, and other equipments Thermal Sensor Zone (Unique Zone)	
1.13	ATM Back Room Door open Zone (Unique Zone)	
1.14	Cheque Drop Box removal (Unique Zone)	
1.15	CCTV Camera 1 (with IR Vandal Proof Dome Cameras), Speaker & Microphone removal Zone in series	
1.16	CCTV Camera 2 (IR Vandal Proof Bullet Camera) Removal Zone (Unique Zone)	
1.17	Smoke/Fire Sensor Zone (Unique Zone)	
1.18	CCTV Camera 3 (IP Vandal Proof Dome Camera) Removal Zone (Unique Zone).	
1.19	Panic Switch Zone (Unique Zone)	
1.20	Motion Sensor Zone to Detect motion between 23.00 hrs and 05.00 hrs or any differentially defined time set to detect motion in ATM room (Unique Zone). Timing should be programmable for each site specific requirements.	
1.21	Glass Break Zone to Detect breaking of glass (Unique Zone)	
1.22	8 Hours battery backup for Alarm Panel	
1.23	One Mirror for rear view by the customer	



2	Required Sensors and Devices	
	ATM Alarm Protection	
2.1	<u>ATM Removal Sensor</u> ATM Removal Sensor should alert on attempt to remove the ATM. This should be active 24x7. Once triggered, it should immediately activate the alarm siren indicating that the sensor has triggered and send alert and video streaming to CMS.	
2.2	<u>Thermal Sensor</u> Thermal Sensor should alert on attempt to cut open the ATM using gas cutter or by welding machine. This should be active 24x7. Once triggered, it should immediately activate the alarm siren indicating that the sensor has triggered and send alert and video streaming to CMS.	
2.3	<u>Vibration Sensor</u> Vibration Sensor should alert on hitting the ATM hard or on use of drill machine/chisel to break the ATM. This should be active 24x7. Once triggered, it should immediately activate the alarm siren indicating that the sensor has triggered and send alert and video streaming to CMS.	
2.4	<u>ATM Chest Door Contact Sensors</u> ATM Chest Door Contact Sensors should alert on attempt to open the ATM door during sensor active hours. The sensors shall be active generally between 1900 hrs to 0700 hrs on all working days and for 24 hours on Sundays and other selected days. The CMS should have features to pre-set active hours for any duration on working days including for 24 hours on Sundays and other selected dates as per requirement of the Bank, which may vary from year to year and from ATM to ATM. Chest contact sensors shall be installed on the chest door as well as on its cover door. Once triggered during active hours, these should immediately activate the alarm siren indicating that the sensor have triggered and send alert and video streaming to CMS.	
2.5	<u>ATM lobby Panic Button</u> ATM lobby Panic Button shall be optional and shall be installed only at ATMs identified by the Bank. The Panic Button should make the Alarm hooter sound on activation (pressing). Once activated it should immediately activate the alarm and send alert and video streaming to CMS. It should be installed in the lobby with a label 'In case of emergency press'. It should be active 24x7.	
	<u>ATM Lobby Protection</u>	
2.6	<u>PIR Sensor</u> PIR Sensor should alert on anyone entering the ATM lobby between 2300 hrs to 0700 hrs and staying there for more than five minutes. This should be generally active between 2300 hrs to 0700 hrs. The CMS should have features to pre-set active hours for any duration on working days including for 24 hours on Sundays and other selected dates as per requirements of the Bank, which may vary from year to year and from ATM to ATM. On activation of Sensor, video should be steamed to CMS immediately but should not sound the siren. If the monitoring persons see suspicious activity at the site, like persons doing acts other than genuine transactions, sleeping in the lobby, person with Mask and gloves or with suspicious apparatus, the monitoring persons should interact through the two-ways communication. If required a „Start Siren“ command shall be given from Central Monitoring Station to sound the siren at the ATM site.	



2.7	<p><u>Rolling shutter Contact Sensor</u> Rolling shutter Contact Sensor should alert on attempt to open the rolling shutter during sensor active hours. The sensor shall be active during pre-set active hours on all days at identified ATMs only. The CMS should have features to pre-set active hours for any duration including for 24 hours on Sundays and other selected dates as per requirements of the Bank, which may vary from year to year and from ATM to ATM. Once triggered during active hours, the sensor should immediately activate the alarm indicating that the sensor has triggered and send alert and video streaming to CMS. The sensor shall be installed on the rolling shutter of the ATM site.</p>	
2.8	<p><u>Glass Break Sensor</u> Glass Break Sensor should alert on any glass partition of the cabin being smashed by vandals or mischief mongers or miscreants. This should be active 24x7. Once triggered, the system should send an alert and stream video images to the CMS, but should not sound the siren. If the monitoring person sees suspicious activity at the site, he should interact through the two-way communication. If required a „Start Siren“ command shall be given from Central Monitoring Station to sound the siren at the ATM site and to drive away the vandals/miscreants.</p>	
2.9	<p><u>Air Conditioner (AC) Removal Sensor</u> The Removal Sensor should alert on attempt to remove the air-conditioner. This should be active 24x7. Once triggered, it should immediately activate the alarm indicating that the sensor has triggered and send ticket as well as stream video images to CMS.</p>	
<u>BACK ROOM PROTECTION</u>		
2.10	<p><u>Door Open Sensor</u> Door Open Sensor should alert on opening or breaking-open the backroom door during active hours. This should be active during pre-set active hours, which may vary from ATM to ATM. The sensor shall be installed on the back room door and should be activated on opening/breaking of the door. Once triggered, it will not activate the alarm, but shall send alert and video streaming to CMS for the CMS persons to interact and activate the alarm if need be.</p>	
2.11	<p><u>Tamper-proof Alarm System</u> The entire alarm system including the Control Panel, Sirens, Sensors and wiring shall be tamper-proof. If any part of the system is tampered with or disconnected, the system should send an alert to CMS control center and should sound the siren. For this purpose there shall be two external sirens. In case any site is down only on account of non-availability of network, then the alarm panel should work off-line giving siren on alert but no response from monitoring center.</p>	
2.12	<p><u>Alarm Panel Door</u> Alarm Panel Door Sensor should detect opening/breaking-open of Alarm Panel Door. This should be active 24x7 and can be disabled temporarily only by the service provider for the purpose of repair and maintenance. Once triggered during active hours, the sensor should immediately activate the alarm siren indicating that the sensor have triggered and send alert and video streaming to CMS.</p>	



2.13	<p><u>Smoke Detector</u> There shall be two smoke sensors- one inside the lobby and one inside the backroom. Smoke Sensor should detect smoke 24 x7. Once triggered, it should immediately activate the alarm indicating that the sensor is triggered and send alert and video streaming to CMS.</p>	
3	<u>Image/Video Items</u>	
3.1	<p><u>CCTV System</u> There shall be a 4CH DVR-based CCTV system at the ATM site with four IR cameras. The CMS control center should get alert from the DVR on sudden video loss from any camera. The DVR shall be kept inside battery/back room or inside branch as the case may be. The 4 Channel DVR should be with Tamper indication and Surveillance rated HDD with 90+ Day's motion based recording capacity. Bidder must provide the HDD specification and proof that HDD is Surveillance rated HDD. <u>The DVR and cameras should conform to the specifications given in the Annexure-5 A</u></p>	
3.2	<p><u>IR Cameras</u> There shall be three IR cameras- one behind the ATM inside the ATM lobby focusing on the lobby door and on the person operating the ATM. The second camera fixed outside the lobby door facing the area outside covering the approach passage to ATM lobby. The third camera shall be in the rear room/branch as applicable. The fourth camera (non-IR) shall be a pin-hole or hidden camera installed inside the lobby behind the ATM. The camera inside the ATM lobby should not cover the monitor and key-board of the ATM, but should only capture the image of the persons operating the ATM. IR Cameras should record all activities of ATM lobby and should be on motion based recording mode.</p>	
4	<u>2 Way Audio Items</u>	
4.1	<p>Two sets of two-way audio communication in the form of speaker and microphone will be installed in the ATM lobby. It shall be active 24x7. The speakers & microphones should be installed such that they are not easily removed/tampered. Two-Way communication should give clear and audible voice.</p>	
5.	<u>Communication Equipment at Sites</u>	
5.1	GSM /VPN 3G/4G multi SIM intelligent Router with bandwidth Aggregator (Dual Connectivity is required)	
5.2	High Gain Antennae where required	
5.3	GSM /VPN 3G/4G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode	
5.4	The functioning of the ATM should not be impacted because of the use or failure of any communication equipment	
S. No.	Feature	Compliance (Yes/No)
6.	<u>Central Alarm Monitoring Station Infrastructure Requirements</u>	
6.1	Servers with 'HOT REDUNDANCY'. If the Primary server fails, the secondary server takes over immediately with no time loss.	
6.2	Minimum 10 MBPS Primary Back-haul from Network provider Hub to Central Monitoring Station with auto switches over. Letter from network provider is required.	



6.3	10 MBPS Secondary Back haul from another Network provider for Back up to Primary Back Haul. Letter from net work provider is required.	
6.4	UPS Supply to all systems	
6.5	Generator Back-Up to Mains Power with auto-Start	
6.6	Data Storage on Network Access Storage (NAS) for high data Redundancy	
6.7	multi SIM intelligent Router with bandwidth aggregator to enable auto-switch over	
6.8	DRC available	
6.9	If not, then can DRC be implemented within 6 Months from date of contract (Due undertaking to be submitted)	

7.	Communication Requirements	
	Networking	Compliance (Yes/No)
7.1	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	
7.2	TCP/IP Networking	
7.3	International standard SIA messaging	
8.	Central Alarm Monitoring Station Alert Handling Service Requirement - (Scope)	
S. No.	Alarm Station Service Requirement	Compliance (Yes/ No)
1	The software alert should be in form of tickets and not only Pop-Ups	
2	The ticket should have ability to store escalation details as below associated with the particular site that generated the alert (Individual to the sites)	
3	The Bidder should have a Central Monitoring System to monitor the health of all equipment deployed at sites on 24 X 7 basis. All the complaints will be reported to the bidder and the Bidder should coordinate with their local representatives/technicians to attend all the complaints. One CMS Console access to be provided at ALLAHABAD BANK, ATM Back Office, Mumbai or any other location decided by the Bank including sufficient number of attendants.	
A	Store escalation matrix of 5 MSP agency individual associate with that particular site	
B	Store escalation matrix of 5 Housekeeping Agency individual associate with that particular site	
C	Store escalation matrix of 5 Dispatch Agency individual associate with that particular site	
D	Store escalation matrix of 5 Fire Department individual associate with that particular site	
E	Store escalation matrix of 5 Police individual associate with that particular site	



F	Store escalation matrix of 5 Bank individual associate with that particular site	
4	The ticket must have ability to note the conversation details of each escalation individual of MSP, Dispatch Agency, Police and Fire departments and Bank individuals within the ticket.	
5	The ticket must have the ability to record closure Comments	
6	Start Siren from Central station	
7	Stop Siren from Central station	
8	Bypass sensors from central station	
9	Reset Smoke/Fire sensor from Central Station	
10	Ability to put Alarm Panel on "Test Mode" that generates no SMS or emails when alarm panel is under testing	
11	Chest Door and Cheque drop Box door opening should have a schedule setting at Central Monitoring Station.	
A	An alert ticket must NOT be raised if door is opened after 06.00 hrs and before 23.00. Siren must not sound.	
B	Alert ticket must be raised if door is opened between 23.00 hrs to 06.00 hrs and siren must sound	
C	Video verification must be performed to verify the incident/activity	
D	If abnormal activity is detected, then use 2-way audio to deter the activity	
E	Ability to set the schedule individually for each ATM Site.	
F	Escalate as per escalation procedures if crime cannot be Deterred (Escalation matrix will be worked out)	
12	Back room Door opening should have a schedule setting at Central Monitoring Station.	
A	An alert ticket must NOT be raised if door is opened after 06.00 hrs and before 23.00 hrs, Siren must not sound.	
B	An alert ticket must be raised if door is opened between 23.00 hrs to 06.00 hrs and siren must sound	
C	Video verification must be performed to verify the incident/activity	
D	If abnormal activity is detected, then use 2-way audio to deter the activity	
E	Ability to set the schedule individually for each ATM Site.	
F	Escalate as per escalation procedures if crime cannot be deterred (Escalation matrix will be worked out)	
13	Motion Monitoring of ATM room	
A	An alert ticket must NOT be raised if there is motion after 06.00 hrs and before 23.00. Siren must NOT Sound.	
B	An alert ticket must be raised if there is motion between 23.00 hrs to 06.00 hrs. Siren must NOT Sound.	
C	Video verification must be performed to verify the incident/activity	
D	If abnormal activity is detected, start siren from central monitoring station and use 2-way audio to deter the activity	



E	Ability to set the schedule individually for each ATM Site.	
F	Escalate as per escalation procedures if crime cannot be Deterred. (Escalation matrix will be worked out)	
14	Sensor tripping must generate an alert ticket	
A	Video verification must be performed to verify the incident	
B	If normal activity switch off siren from Central Station	
C	If abnormal activity perform 2-way audio to deter the Activity	
D	Escalate as per escalation procedures if crime cannot be deterred	
15	Send SMS & Emails/Phone Calls instantaneously to the personnel as per the given Contact list. Details to be provided by the Bank	
A	In case of Robbery/Burglary/ snatching attempt - to Channel Managers, Branch Manager and nearest Police Station	
B	In case of Fire - to Channel Managers, Branch Manager and nearest Fire Brigade Station	
16	Previous Pre-View functionality	
A	The Central monitoring station must have a previous preview functionality attached to the ticket where they can view previous images of the site of last 30 minutes. This is required to get images even if the burglar has blocked the camera before perpetrating the crime.	
17	Central Recording	
A	When the Central Monitoring Executive has viewed the site through	
18	Central Image Pulling	
A	Central Monitoring Station must have the ability to pull images and Video footage centrally from site DVR of when demanded by the Bank.	
19	UPS functionality Monitoring	
I	UPS Power Management	
A	The solution should be able to monitor Power failure	
B	The solution should be able to monitor Power Back up failure	
C	The solution should be able to monitor Battery discharged	
D	The solution should be able to monitor UPS fail	
E	The solution should be able to monitor Low battery	
F	The solution should be able to measure and record Input and output Voltage for UPS	
G	The solution should be able to measure and record Input and output	
H	The solution should be able to measure and record Input Frequency for UPS	
I	The solution should be able to measure and record Battery Voltage for UPS	
J	The solution should be able to measure and record UPS Internal Temperature	
K	The solution should be able to remotely control UPS Cut-Off/Generate warning, if necessary	
20	ATM Signage Power Management	



A	The solution should be able to switch on/off the ATM signage as per defined timings. Scheduling and management for the above should be possible from remote monitoring Centre also.	
B	The signage should switch on/off even if there is no connectivity with the vendor's remote monitoring centre	
C	The vendor should be able to identify if the signage is not switched on/off even after executing the switch on/off command and it should be able to send SMS/E-mail to designated persons in case of such failures	
D	ATM Lobby Temperature monitoring sensor	
21	Reports	
A	All Ticket Report with all details that include Date and Time of Alert	
B	Site ID Site Address including location, state and city Type of Alert Name of Operator to whom ticket was assigned Time of acknowledging the ticket Time lapsed to acknowledge the ticket Time when operator started deterrence (If any) Time lapsed for above Operator comments of his conversation with escalation persons Operator closure comments	
B	Deterrence Ticket Report (where deterrence was performed) with all details that include – Date and Time of Alert Site ID Site Address including location, state and city Type of Alert Name of Operator to whom ticket was assigned Time of acknowledging the ticket Time lapsed to acknowledge the ticket Time when operator started deterrence Time lapsed for above Operator comments of his conversation with escalation persons Operator closure comments	



C	Chest Door Open Report with all details that include – Date and Time of Chest door open Site ID Site Address including location, state and city Type of Alert Date and Time of Chest Door close	
D	Cheque Drop Box Door Open Report with all details that include Date and Time of door open Site ID Site Address including location, state and city Type of Alert Date and Time of Door close Date and Time of Alert	
E	MAINS Power Report with all details that include Date and Time of Mains Power Change (ON or OFF) Status of Change (ON or OFF) Site ID Site Address including location, state and city	
F	E- Surveillance System down report with all details that include - Date and Time of System down and resumed functioning. Reason Site ID Site Address including location, state and city	
G	Alarm panel not responding report with all details that include - Date and Time of when not getting status message from panel Site ID Site Address including location, state and city Type of Alert Date and Time of regaining communication	
H	Video Housekeeping Reports 06.00 hrs – 08.00 hrs 12.00 hrs– 14.00 hrs 18.00 hrs – 20.00 hrs	
I	All reports in respect of Energy Saving Solution	

Note: The scope includes providing Hardware, Cables, Installation and Monitoring Services. This scope also includes any future requirements emerging at the site which can be addressed by the infrastructure created through this RFP.

Signature and Seal of Company

(Name & Designation, seal of the firm)

**Annexure – 5A – CCTV Specifications**

Sr. No.	Required General Specifications for DVR		Compliance Status (Yes/No)
1	Minimum Internal HDD for Video recording	The internal HDD storage should be of 1 TB and adequate to facilitate storage of minimum 90 days video recording within the system at any point of time.	
2	Hard Disk	Video Surveillance Hard Disk	
3	Display Speed	100 fps for 4 ch (25 fps per channel)	
4	Compression Method	Advanced Video Coding (AVC) (H.264 / MPEG4 Part 10)	
5	Recording Resolution	704x576/4CIF/D1 or more for all channels	
6	Recording Speed	25 fps at 4CIF/D1 recording resolution per channel for all channels with flexible frame-rate option.	
7	Back up facility	Provision for back-up on USB DVD writer and pen drive. Software for playback of recorded images should automatically be loaded onto the back-up DVD or pen drive so that it can be played back at any PC directly.	
8	CE or FCC or UL Certification		
Required Specifications for IR Cameras			
9	Camera Type	Color Infrared Camera	
10	Image Sensor	1/3" High sensitive CCD	
11	Signal Format	PAL	
12	Effective Pixels	750x580 or more	
13	Horizontal Resolution	Not less than 540 TVL	
14	Minimum Illumination (lux)	0.0, F 1.2	
15	S/N Ratio	50 dB or more	
16	Lens	3.6 mm fixed focal	
17	BLC	Enhanced backlight compensation with WDR function	
18	Certification	FCC or CE or UL	
19	All outdoor cameras shall be weather-proof as per IP 65 specifications and vandal-proof.		

**Annexure – 6 – Reference Site Details**

	Reference1
Name of the Bidder	
Name of the Bank	
Address of the Bank	
Contact Details(At least two contacts are to be Provided for each reference)	
Contact1 Name:	
Designation:	
Landline no.:	
Cell no.:	
E-mail id:	
Contact2 Name:	
Designation:	
Landline no.:	
Cell no.:	
E-mail id:	
Total Number of Sites where e-surveillance installed	
Order no. and date of order	
Please mark satisfaction level on the below items(1/2/3/4/5)	
Quantity ordered	
Quantity supplied till date	
Satisfaction level for E-Surveillance	

* Minimum Two references from Banks having supplied E-Surveillance System of the same OEM/vendor. Letter from respective bank must accompany the documents submitted.

Yours faithfully,

SIGNATURE

(Name & Designation, seal of the firm)

**Annexure 7 – Bill of Material**
(To be submitted in this format only)

This bill of material must be attached in Technical Offer as well as Indicative Commercial Offer. The format will be identical for both technical and commercial versions, except that the technical version should not contain any price information. Technical offers without the bill of material are liable for rejection.

The Bidder can also mention any other cost associated with the product.

The bidder must take care in filling price information in the commercial version, to ensure that there are no typographical or arithmetic errors. All fields must be filled correctly.

In case of any discrepancy between unit price and total price of an item, the unit price will prevail. Similarly, in case of error in the sum of various items, the correct sum will be calculated by the addition of total prices of each item.

TABLE:1 TOTAL COST OF OWNERSHIP (TCO)

COMMERCIAL BID						
Sr. No.	Particulars	No. of Sites	No. of Monthly payments in 3 years for each site	Charges per month/site (Rs.)	Charges per site (Rs.)	Total Amount (Rs.)
		(a)	(b)	(c)	(d)	(e=a*b*c*d)
A	Monthly Charges for Comprehensive Centrally Monitored Electronic Surveillance of ATM/CD/CR	800	36	XX		XX
B	Shifting & installation of all equipment (installed by E-Surveillance vendor)	60			XX	XX
C	Total Cost of Ownership (C=A+B)					
D	Amount in Words:					

Note:

- Bidders to submit indicative bid for all the items and the total. If bidder/s does not quote for any item/s in commercial format then it will be considered as Zero "0".
- L1 bidder will be decided on the basis of least of Total Cost (TCO) as mentioned above, derived after conducting reverse auction only on single TCO value.
- The price quoted should be exclusive of GST.
- Bank reserves the right to increase or decrease the quantities.
- The bank at its discretion may extend the contract by 1+1 more year after reviewing the performance of the bidder.



Annexure – 8 – CONFORMITY WITH HARD COPY LETTER

(To be given by the Bidder participating in the RFP on their official letter heads)

**The Dy. General Manager – IT
Allahabad Bank,
Department of Information Technology,
2nd Floor, Head Office,
2 N.S. Road, Kolkata – 700001.**

Sir,

Sub: RFP for implementation of Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations for Allahabad bank on OPEX Model

Further to our proposal dated, in response to the Request for Proposal (Bank’s response No. hereinafter referred to as “**RFP**”) issued by Allahabad bank (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original response documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder’s Corporate Name:

Address:

Phone No:

E-mail:



Annexure – 9 – CONFORMITY LETTER

(To be given by the Bidder participating in the RFP on their official letter heads)

**The Dy. General Manager – IT
Allahabad Bank,
Department of Information Technology,
2nd Floor, Head Office,
2 N.S. Road, Kolkata – 700001.**

Sir,

Sub: RFP for implementation of Comprehensive Centrally Monitored Electronic Surveillance system for ATM/ CD and Cash Recycler installations for Allahabad bank on OPEX Model

Further to our proposal dated in response to the Request for Proposal (Bank’s response No. 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 and other documents including the changes made to the original response documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. 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.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder’s Corporate Name:

Address:

Phone No:

E-mail:



Annexure – 10 – PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Allahabad bank, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its Head Office at 2 Netaji Subhash Road, Kolkata-700001, West Bengal (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Mr./Mrs. _____, Chief Executive Officer/Authorized Representative (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations for Allahabad bank on OPEX Model** and the BIDDER/Seller is willing to offer/has offered the said services and

WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/Partnership/LLP/LLC/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may



be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour , any material or immaterial benefit or other advantage , commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.4 BIDDERS shall disclose the name and address of Agents and Representatives and Indian BIDDERS shall disclose their foreign Principals or Associates.
- 2.5 BIDDERS shall disclose the payments to be made by them to Agents/Brokers or any other intermediary, in connection with this bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer// service provider/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, Agents, Brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 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.



3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

- 4.1 While submitting Indicative Commercial Bid, which will be submitted pursuant to this RFP process, the BIDDER shall deposit an amount of Rs. 25,00,000/- (Rupees Twenty-five Lakh only) as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments -
- i) A confirmed Bank Guarantee by a Scheduled Commercial Bank other than Allahabad bank, promising payment of the guaranteed sum to the BUYER on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 4.2 The Earnest Money/ Security Deposit shall be valid up to a period of six months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- 5.1.1 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.
- 5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4 To recover all sums already paid by the BUYER with interest thereon at 2% higher than the prevailing Base Rate of Allahabad bank, 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 BIDDER from the BUYER in connection with any other contract for any other services, such outstanding payment could also be utilised to recover the aforesaid sum and interest
- 5.1.5 To encash the Advance Bank Guarantee and Performance Bank Guarantee/Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay



compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 5.1.7 To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - 5.1.8 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.
 - 5.1.9 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.
 - 5.1.10 Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(5.1.1 to 5.1.10) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/services or sub-services in similar quantity during last one year from the date of issuance of this RFP, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU or PSB or any other company and if it is found at any stage that similar product/ services or sub-services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or PSB or any other company at a lower price, then that very price, with due allowance for elapsed time, 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.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examinations.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. Other Legal Actions

The actions stipulated in this **INTEGRITY PACT** are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

The validity of this **INTEGRITY PACT** shall be from date of its signing and extend up to six years or the complete execution of the contract to the satisfaction of both, BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this **INTEGRITY PACT** shall expire after six months from the date of the signing of the contract.

- 10.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer:

Designation:

Department:

Witness

1. _____

2. _____

BIDDER

Chief Executive Officer/Authorized Representative

Witness

1. _____

2. _____

**Annexure – 11 – FORMAT FOR BID GUARENTEE****Bank Guarantee No.:****Date:**

The Dy. General Manager – IT
Allahabad Bank,
Department of Information Technology,
2nd Floor, Head Office,
2 N.S. Road, Kolkata – 700001.

WHEREAS _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ (date of submission of bid) for **Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations for Allahabad bank on OPEX Model** in response to Allahabad Bank’s Request for Proposal (RFP) Ref. No.: _____ dated _____ (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that, WE _____ (name of Bank) of _____ (name of Country) having our registered office at _____ (address of bank) (hereinafter called “the Bank”) are bound unto ALLAHABAD BANK (hereinafter called “the Purchaser”) in the sum of Rs. 25 Lakh (Rupees Twenty-five Lakh 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__.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. In case of successful bidder, if the bidder:
 - (i) Fails or refuses to sign the Contract Form; or
 - (ii) Fails or refuses to furnish the Empanelment Security, in accordance with the Terms & Conditions of the RFP or Contract

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

This guarantee will remain in force up to and including 60 days after the period of the bid validity i.e up to _____ (mention date of expiry which should be a minimum of bid validity + 60 days), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) This guarantee shall be valid only upto _____ (Insert Gurantee 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.25,00,000/- (Rupees Twenty-Five Lakh Only).

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 – 12 – PERFORMANCE BANK GUARENTEE

Bank Guarantee no:

Date:

To:

The Dy. General Manager-IT
Allahabad Bank,
Department of Information Technology,
Head Office,
2 N.S. Road
Kolkata – 700 001, India

RFP Ref. No.: HO/DIT/ E-Surveillance/2018-19/117 Dated: 11.10.2018

WHEREAS _____ (name of the Vendor) hereinafter called “the Vendor” has undertaken, in pursuance of Notification of Award/Purchase Order No. _____ dated 20__ to supply _____(Description of Goods and Services) hereinafter called “the order”.

AND WHEREAS it has been stipulated by you in the said order that the Vendor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Vendor’s performance obligations under the contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Vendor , up to a total of Rs. _____ (Amount of guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. _____(Amount of guarantee.) 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 _____ 20 __.

Signature and seal of Guarantors.

Date:

Address:

- Note: 1) Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2) Stamp paper is required for the bank guarantees issued by the bank located in India.



Annexure - 13 - Compliance Certificate

To

Allahabad Bank,
Department of Information Technology,
2nd floor, 2 N.S. Road,
Kolkata – 700001, West Bengal, India.

Dear Sir,

Ref:

1. Having examined the tender document including all annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to For Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations for Allahabad bank on OPEX Model to Allahabad Bank in conformity with the said tender document and in accordance with our proposal and the schedule of prices indicated in the price bid and made part of this tender.
2. If our bid is accepted, we undertake to complete the project within the scheduled time lines.
3. We confirm that this offer is valid for 180 days from the last date for submission of tender document to Allahabad Bank.
4. This bid together with notification of award and your written acceptance thereof shall constitute a binding contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
6. We agree that Allahabad Bank is not bound to accept the lowest or any bid that Allahabad Bank may receive.
7. We have never been barred / black-listed by any Bank or regulatory /statutory authority in India.

SIGNATURE

(Name & Designation)

(seal of the firm)

**Annexure – 14 – Format for Pre-bid queries**

Bidders have to provide their queries on RFP in the following format only. Bidders are requested to categories queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below:

Sl no.	Page #	Point /Section #	Clarification point as stated in the tender document	Queries/Suggestion /Deviation
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

SIGNATURE

(Name & Designation, seal of the firm)



Annexure - 15 - Contract Form
(Non-Judicial Stamp Paper of appropriate value)

CONTRACT NUMBER:

THIS AGREEMENT made the _____ day of _____, 2018 Between “**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 which expression, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and assign” of the one part and _____ (**Vendor’s Name with address**), (“hereinafter referred to as Empanelled Vendor”) which expression, unless it be repugnant to the meaning or context thereof, also include his successor and permitted assign of the OTHER PART:

WHEREAS the Purchaser is desirous that certain goods and ancillary services, viz, _____ should be provided by the Empanelled Vendor and has accepted a bid by the Empanelled Vendor for supply of Goods and services to meet its requirement from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents enumerated in RFP NO.:HO/DIT/E-Surveillance/2018-19/117 dated 11.10.2018 shall be deemed to forming as part of this Agreement and be read and construed
 - (a) the Bid form and revised price schedule submitted by the bidder;
 - (b) the Project Timelines;
 - (c) the Terms & Conditions;
 - (d) the Technical & Functional Specifications;
 - (e) the Conditions of Empanelment Contract;
 - (f) the Conditions of Discrete Procurement ; and
 - (g) The Purchaser’s Notification of Empanelment
3. In consideration of the payments to be made by the Purchaser to the Empanelled Vendor in terms of Purchase Orders for procurement of goods and services placed by the Bank, the empanelled vendor hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Empanelled vendor in consideration of the provision of the Goods and services and the remedying of defects therein, the Purchase order Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract vide RFP NO. HO/DIT /E-Surveillance/2018-19/117 dated 11.10.2018.

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



Signed, sealed and Delivered by the

Said _____ (For the Empanelled Vendor) in presence of _____

Signed, sealed and Delivered by the

Said _____ (For the Purchaser) in presence of _____

Signed, sealed and Delivered by the



ANNEXURE-16: Compliance Statement for Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

To

Date: -----

Allahabad Bank,
Department Information Technology,
2nd floor, 2 N.S. Road,
Kolkata – 700001, West Bengal, India.

DECLARATION

1. We (Name of the company) hereby confirm having Submitted our bid for participating in Banks’s RFP Ref. No. Ho/DIT/ E-Surveillance/2018-19/117 Dated: 11th October 2018 for.....for Allahabad Bank.
2. We confirm having read and understood the terms and conditions of the RFP as well as the Procedures relating to the process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Allahabad Bank in the RFP document including all annexes and the Procedure for Reverse Auction.
4. We shall participate in the on-line auction conducted by M/s. Antares System Ltd (auction service provider retained by the Bank) and submit our indicative commercial bid. In doing so, we shall abide by the procedures prescribed for online auction by the auction company.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD and shall be liable for any other consequential action that may be taken by the Bank including any debarment from participation in future procurement by the Bank.
6. We confirm having nominated our representative (Shri /Smt /Ms..... designated as.....of our company to participate in the Reverse auction on behalf of the company. We undertake that the company shall be bound by the actions made by him during the Reverse Auction process and thereafter.
7. We undertake to submit the confirmation of last bid price by us to the Auction Company /Bank within 24 working hours of the completion of event. and any other specific requirement indicated in the RFP.

Signature with company seal
Name-

Company/Organization – Designation within Company / Organization – Address of Company/Organization-

Date:

Name of Authorized Representative:-

Designation of Authorized Representative:

Signature of Authorized Representative



Annexure - 17 - Letter of Authority for Participation in Reverse Auction

To

Date:

Allahabad Bank,
Department of Information Technology,
2nd floor, 2 N.S. Road,
Kolkata – 700001, West Bengal, India.

We (Name of the company) have submitted our bid for participating in Bank’s RFP Ref No. dated.....for.....for Allahabad Bank.

We confirm having read and understood the terms of RFP as well as the Procedure relating to the Reverse Auction for this RFP process.

As per the terms of RFP and Business rules, we nominate (Shri / Smt / Ms.....), designated as..... of our company to participate in the Reverse auction, who shall be the sole and single point of contact for any all matters relating to the Reverse Auction.

We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.

Signature with company seal

Name-

Company ‘Organization – Designation with in Company / Organization – Address of Company ‘
Organization-

Date:

Name of Authorized Representative:-

Designation of Authorized Representative:

Signature of Authorized Representative:



ANNEXURE - 18 – REVERSE AUCTION PROCESS

General guidelines

The detailed procedure and Business rules for the Reverse auction are as follows:

- The process of conducting the Reverse Auction will be done through M/s Antares Systems Limited.
- Only the technically qualified/short listed bidders will be invited to participate in the Reverse auction process that will be conducted by an Auction company authorized by the Allahabad Bank. Specific rules for this particular event viz., date and time, start price, bid decrement value, duration of event etc. shall be informed by Allahabad Bank, well before the event to the participating short listed bidders.
- The bidders should furnish indicative prices for the project in their Indicative Commercial Bid (ICB) for finalizing the start bid amount for “Reverse auction”.
- The lowest Indicative commercial offer (total cost) or any price decided by the Allahabad Bank will be taken as the starting bid of the Reverse Auction and NOT for deciding the L-1 status. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse Auction process only.
- All participating bidders at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as detailed on the next working day before 5 PM at Allahabad Bank, HO, DIT, 2nd Floor, 2 NS Road, Kolkata - 700001. Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding Allahabad Bank' right to take any other action deemed fit, including claiming damages & “Black Listing” the bidder from participating in future Tenders that would be floated by the Allahabad bank for a period found fit by the Allahabad bank.
- Allahabad bank reserve the right to reject any or all proposals. Similarly, they reserve the right NOT to include any bidder in the final short-list, if found or otherwise proved to have furnished wrong details / documents, at any point of time.
- The Final Indicative Commercial Bid should give all relevant price information and should not contradict the Technical Bid and masked indicative commercial bid in any manner.
- The bidder shall indicate on the appropriate Price Schedule, specifying the unit price of the proposed service to be delivered.
- The bidders are advised in their own interest, to quote the best possible offer for each of the item offered at the time of preparing ICB itself. The Indicative Commercial Bid and the final Indicative Commercial Bid shall be as per the Commercial Bill of Material format as mentioned in Annexure-7.

Reverse Auction Business Rules

- The Allahabad Bank proposes to conduct procurement through Online E-Auction subject to terms and conditions & schedule mentioned below:
 - THE URL: - www.tenderwizard.com/abbank
 - Usage of Digital signature is mandatory for participating through this portal.
- SCOPE OF AUCTION: OFFER FOR Selection of Vendor for Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations for Allahabad bank on OPEX Model for Allahabad Bank.



Schedule of Program: On-Line Auction Date & Time	Date , Time of Auction Starting & Ending time inclusive of extension time to be informed to the shortlisted vendors by email/ on their given contact nos.
Decrement Value	To be informed well before the Reverse Auction.
Prior extension time (minutes)	To be informed well before the Reverse Auction.
No. of Extensions & Extension time (minutes)	To be informed well before the Reverse Auction.

Online Auction Platform and Support Services will be provided by:

M/s Antares Systems Limited

For queries on Auction item, eligibility criteria, EMD, etc.:

Contact Persons from Antares Systems Ltd:

Contact Persons	Mobile No.
Mr. Tousik	09674758724
Mr. Kushal	07686913157

E-mail: tousik.g@antaressystems.com
Kushal.b@antaressystems.com

Terms & Conditions of the Online Reverse Auction

Definitions

- **Buyer:** - Buyer referred herein, is the Allahabad Bank as defined in the Section 1.1 of the Invitation of Bid.
- **SERVICE PROVIDER:** “Antares Systems Ltd” is an e-auction service provider appointed by the Allahabad Bank to facilitate virtual auction. “Antares Systems Ltd” will only facilitate online auction solution to process Allahabad bank’s procurement needs and are considered as third party not particularly interested in the item/s being purchased/sold on behalf of Allahabad bank.
- **Bidder** – means the party or his authorized representative who has participated in the RFP / Tender Process/ Reverse Auction, Technically qualified, having valid Digital Certificate, and willing to complying with all the instructions, terms and conditions of RFP.
- All notices to the bidders shall be sent by E-mail, during the process of this auction by Allahabad Bank and /or by the e-Auction service provider
- All such notices sent by email by Allahabad Bank as well as by e-Auction services provider shall, therefore, be deemed as valid notices. Hence bidders are required to indicate their own corporate e-mail id.
- The bidders who are qualified for bidding prices of offered products (on the basis of evaluation of their technical offer) shall be required to participate in an electronic reverse auction process to submit their price quotations against the items covered by this tender within a limited time period on the date as announced by Allahabad Bank. Such bidders shall be allowed to participate in the reverse auction using their secured user id & password along with their digital signature to place their best bids during the auction period. The date & time



for conducting the reverse auction will be duly communicated to qualified bidders in advance.

- Reverse auction is the simulation of the manual tendering process on the Internet. i.e., the eligible bidders/contractors can log on to the internet site specified by the Bank, using unique user Id & Password, which will be provided to them by the eReverse auction service provider appointed by Allahabad Bank and place their price bids on-line. The eligible bidders will be provided training by eReverse auction service provider on the methodology of submitting the bids online. Instead of a onetime best price bid, the bidders shall now be able to interact and react on the spot to the changing competitive bids, taking advantage of the intrinsic transparency in the whole process.
- During eReverse auction process the bidders can respond on the spot to the price trends and can offer their competitive bids. The logged in bidders will know the prevailing lowest bid at any given point of time but not the identity of the other bidders.
- The bidders can place their bids from any place for which they need is a desktop computer with a browser interface and good internet connectivity.
- Suggested system configuration for computers to be used for online bidding:
- It is suggested that hardware and software of the following specification be used by the bidders for bidding so as to enable them to have better connectivity.
 - Processor Pentium IV and above PC/Laptop with USB Ports
 - Memory minimum 512 MB
 - Operating system
 - Windows XP Professional
 - Windows 2000 Professional
 - Windows Vista Professional
 - Windows 7 Professional
 - Browser: Internet explorer IE 6, 7 & 8
 - UPS: Suitable UPS for uninterrupted power supply.

The Allahabad Bank reserve their right not undertake any responsibility to procure any permission/license etc. in respect of the auction item, if it so desires.

Eligibility of Bidders to participate in Reverse Auction:

- Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Annexure-18, can only participate in Reverse Auction related to the procurement for which RFP is floated.
- Bidders not submitting the above undertaking or submitting with deviations /amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- Bidders should ensure that they have valid digital certificate class III (Mandatory for login and submit) well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
- The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
- Undertaking letter for acceptance of Business Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the Annexure-17 (Compliance Statement).
- Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.



Training:

- Bank will facilitate necessary training to representatives of all eligible Bidders for participation in Reverse Auction either on its own or through the Service Provider for the Reverse Auction.
- All rules & procedure related to Reverse Auction will be explained during the training.
- The Bank/Service Provider may also conduct a 'Mock Reverse Auction' to familiarize the vendor/s with Reverse Auction process.
- Date, Time, Venue etc. of training will be advised at appropriate time.
- Eligible Bidder / his authorized nominee have to attend the training as per the schedule and at the specified venue at his / Bidders own cost.
- No request from the Bidders for change in training schedule and/or venue will be entertained.
- However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.
- Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

Reverse Auction Schedule:

- The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders at least a week prior to the Reverse Auction date.
- Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons therefore.
- Reverse Auction will normally be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.
- During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the reverse auction process / proceed with conventional mode of tendering.

Bidding Currency:

- Bidding will be conducted in Indian Rupees (INR).

Total Cost of Ownership

- TCO refers to aggregate amounts payable by the Bank for transfer of ownership.
- The TCO shall encompass but not limited to following:
 - a) Cost of the equipment /products or services etc.
 - b) Annual Maintenance Charges/ SLA Cost/ATS/SA etc.
- The TCO for the project will be defined by the concerned department in the RFP/Bid Document.
- The L1 bidder is arrived at based on the lowest TCO in reverse auction
- Bank will pay the TCO price to the bidder as per the payment terms defined in RFP/Bid Document.

Start Price



- Bidder needs to submit their indicative commercial Bid online.
- Bank shall determine the Start Price for Reverse Auction –
 - on its own and / or
 - Based on the indicative price information of Total Cost of Ownership (TCO) called for separately from each Bidder during conclusion of Technical Evaluation or at appropriate time before commencement of Reverse Auction.
- The start price of an item in online reverse auction is open to all the participating bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any bidder can start bidding, in the online reverse auction, from the decrement price. Please note that the first online bid that comes in the system during the online reverse auction cannot be equal to the auction's start price, and lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

Decremental Bid Value

- The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount.
- Bidder is required to quote his bid price only at a specified decremented value.
- Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.

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 whatsoever 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 bidders 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 bidders 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 Bidder will not be eligible to participate in the event. The format of the agreement is as per the Annexure-18.

- Bank nor service provider / auctioneer is not responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

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.

MASKING OF NAMES

- Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
 - Opening/ Starting Price for the auction
 - Leading / Lowest Bid Price in Auction (only total price)
 - Last Bid Price placed by the respective Bidder.
 - Item Description
 - Time left for the auction
- Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process.
- After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1, L2 and so on bidders with his / their original names.

Finalization of the Successful Bidder

- At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- After Reverse Auction process as explained above, the bidder whose final cost is lowest will be L1 bidder and whose final cost is second lowest will be L2 bidder and so on and so forth. However, please note that merely by becoming L1 and L2 bidder does not qualify a bidder as successful bidders.
- L2 bidder shall be required to match the prices quoted by the L1 bidder within 7 days from the date of opening of bid.
- In case the L2 bidder does not / cannot match the prices with the L1 bidder, the bank then shall have the option to make an offer and negotiate with the L3 bidder and so on and so forth.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup as per the RFP immediately to the Bank and to the Service provider for further proceedings.
- Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure.
- Successful Bidders have to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 24 working hours without fail.
- Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future Tenders/ Auctions.



- In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Banks standard practice.

Bidder's Obligation:

- Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.
- Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

Change in Business Rules, Terms & Conditions of Reverse Auction

- Any change in the Business Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

GRIEVANCES REDRESSAL:

- 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.
- The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / vendor and decide upon the complaint / grievance.
- Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.

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.



ANNEXURE 19 – NON DISCLOSURE AGREEMENT

(Non-Judicial Stamp Paper of appropriate value)

THIS AGREEMENT made and entered into at on this the day of20... 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 **of the One Part**

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, **of the Other Part**,

THIS AGREEMENT WITNESSETH AS UNDER

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 empanelled for Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations for Allahabad bank on OPEX Model. 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 commercially use or disclose for commercial 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 already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- 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.

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. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Kolkata.

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

M/s.