



# ALLAHABAD BANK

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**REQUEST FOR PROPOSAL FOR REFRESH OF HARDWARE, SOFTWARE ETC OF RTGS,  
NEFT AND CCIL SETUP IN ALLAHABAD BANK**

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**RFP Ref. No.: HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019**

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## Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

"ATS" - Annual Technical Support

"AMC" – Annual Maintenance Contract

"BOM" -Bill Of Material

"BU" - Business Utility

"CBS" - Core Banking Solution

"CBSO" – Core Banking Solution Office which is located at Mumbai

"CCIL" - Clearing Corporation of India Ltd.

"CVC" - Central Vigilance Commission

"DB" - Database

"DC" - Data Centre of the Bank which is located at Mumbai.

"DRS" – Disaster Recovery Site which is located at Lucknow

"EOD" - End of Day

"EOM" - End of Month

"EOQ" - End of Quarter

"EOHY" - End of Half Year

"EOY" - End of Year

"FM" – Facilities Management

"HO" – Head Office, which is located at Kolkata

"IDS"- Intrusion Detection System

"IPS"- Intrusion Prevention System

"ITB"- Instruction to Bidders

"OEM"- Original Equipment Manufacturer

"OS"- Operating System

"RFP" - Request for Proposal

"SLA" - Service Level Agreement

"TCO" - Total Cost of Ownership

"RTGS" - Real Time Gross Settlement

"NEFT" - National Electronic Fund Transfer

"SA"- Software Assurance

"SATA"- Serial Advanced Technology Attachment

"SCSI" - Small Computer System Interface

"SWIFT" - The Society for Worldwide Interbank Financial Telecommunication

"UTP" – Unshielded Twisted Pair

"SAS"- Serial Attached SCSI

## SECTION A- INVITATION FOR BIDS (IFB)

### 1. INVITATION FOR BIDS

- 1.1. Allahabad Bank, established in 1865, was nationalized in the year 1969 and is a leading public sector undertaking listed in BSE/NSE, hereinafter called "**Purchaser**" or "**The Bank**" or "**the 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", for **REFRESH & MAINTENANCE OF HARDWARE, SOFTWARE ETC OF RTGS,NEFT AND CCIL SETUP IN ALLAHABAD BANK**. The Bank's Data Centre (DC) is at M/s CtrlS Data Centres Limited, Plot No EL -72/1/A, TTC Industrial Area MIDC, Mahape, Navi Mumbai-400701, Disaster Recovery Site (DRS) is at 3rd Floor, Zonal Office Building Hazratganj, Lucknow (U.P.) 226001 and various NAPs are spread across the Country. At present the Bank has 3300+ branches / offices spread across India.
- 1.2. Allahabad Bank intends to select bidder for **REFRESH & MAINTENANCE OF HARDWARE, SOFTWARE ETC OF RTGS,NEFT AND CCIL SETUP**, over a period of five years. Subsequently, FM/AMC/ATS shall be extendable for a minimum period of 2 years, at the behest of the Bank. The additional support (FM/AMC/ATS/Services etc.) in case of extension of contract after five years, is required to be provided by the Bidder at a rate equivalent to the average of support rate of Year 4 & Year 5, or at the rate of Year 5, whichever is lesser.
- 1.3. The Bank invites bids from System Integrators (SIs)/Original Equipment Manufacturers (OEMs) (hereinafter referred to as 'Bidder' or 'Vendor') for supply, Installation, Implementation & Maintenance of HARDWARE,SOFTWARE ETC OF RTGS,NEFT AND CCIL SETUP and provide the FM/AMC/ATS services in CAPEX Model, herein referred to as 'Goods & Services'. The detailed scope is given in ITB of this RFP. The Bidder would be the single point of contact for the Bank.
- 1.4. A complete set of RFP documents may be purchased by interested Bidder on the submission of a written application, from Allahabad Bank, Head Office, 2nd Floor, Information Technology & Digital Banking, 2, Netaji Subhas Road, Kolkata – 700 001, India upon payment of non-refundable fee of INR 15,000/- (INR Fifteen Thousand Only) in the form of Demand Draft or Banker's Cheque drawn on any scheduled bank in favour of 'Allahabad Bank', payable at Kolkata. Only those Bidders, who purchase the RFP in their names, will be eligible for submission of bid.
- 1.5. The bidder may download the RFP documents from the bank's official web-site (<http://www.allahabadbank.in>) or E-tendering portal ([www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank)).
- 1.6. The RFP can be obtained from the following address during office hours on all working days during RFP sale period between 10.00 A.M. to 5.00 P.M, either in person or by post.



The Chief Manager (IT)  
 Allahabad Bank  
 Department of Information Technology  
 Head Office,  
 2, Netaji Subhas Road,  
 Kolkata-700001 (West Bengal), INDIA  
 Phone No- 033 - 22420995

- 1.7. This tender is not transferable. Only the Bidders who have officially purchased this tender document shall be entitled to quote, subject to their fulfilling the eligibility criteria.
- 1.8. The bidders who have received the RFP through mail/ downloaded and wants to participate in the bidding process must pay a non-refundable fee of Rs.15,000/- (INR Fifteen Thousand Only), towards cost of the bid document, in the form of Demand Draft or Bankers Cheque, payable in favour of 'Allahabad Bank', payable at Kolkata.
- 1.9. The details are as under,

Sl. No.	Items	Details
1.	Bid (RFP) Reference	HO/DIT/PGREFRESH/2018-19/121 Dated 07/02/2019
2.	Price of RFP ( Not Refundable)	Rs.15,000/-
3.	Date of commencement of sale of RFP	07.02.2019 01:00 PM
4.	Last Date for sale of RFP	05.03.2019 02:00 PM
5.	Last Date for submission of Pre-Bid Queries	13.02.2019 03:00 PM
6.	Date and time for Pre-Bid Meeting	14.02.2019 03:30 PM
7.	Last Date & Time of Submission of bids	05.03.2019 02:00 PM
8.	Date and Time of Opening of Technical Bids	05.03.2019 03:30 PM
9.	Date and Time of Opening of Indicative Commercial Bids & Conduct of Reverse Auction	To be notified subsequently to the technically qualified Bidders
10.	Place of submission and opening of Bids	Chief Manager -IT, Department of Information Technology, Allahabad Bank, Head Office 2 <sup>nd</sup> Floor, 2, Netaji Subhash Road, Kolkata – 700 001 , India
11.	Address for Communication and Pre-Bid Meeting	Same As Above Tel : 033 – 22420995 Email : <a href="mailto:hodit.hardware@allahabadbank.in">hodit.hardware@allahabadbank.in</a>

- 1.10. This is a Two Bid System tender, wherein the bidder is required to submit Technical bid & Indicative Commercial Bid in physical form and Actual Commercial bid will be based on the online reverse auction. The original RFP (and any addendums) needs to be signed and stamped by the Bidder and has to be submitted along with the Technical Bid. The Bidder has to submit soft copy of the complete Technical Bid, Masked copy of commercial bid without price information, Indicative Commercial Bid and Compliance to Eligibility Criteria in Microsoft Office / Open Office format on CD / DVD along with the hard copy of technical bid.
- 1.11. All Technical Bids must be accompanied by a Bid Security for INR 9,50,000/- (INR Nine Lakh Fifty Thousand Only) as specified in Annexure-5 and must be delivered at the above office on or before specified date and time indicated above. This security will remain in force up to and including 60 days after the period of the bid validity.
- 1.12. Micro and Small Enterprises (MSEs) are exempted from paying the Tender Fee (Cost of the RFP) and Earnest Money deposit amount (Bid Security), for which the concerned enterprise needs to provide necessary documentary evidences (Including Certificate issued in the name of Bidder) in its technical bid along with a declaration as per Annexure-23, duly authorized by Company Secretary/Director of the concerned enterprise. Further for MSEs, other provisions as per guidelines of the Government of India shall also be considered while evaluating the tender/RFP.
- 1.13. Each Bidder is eligible for submitting only one Bid in response to this RFP.
- 1.14. Technical Bids will be opened in the presence of the Bidder's representatives who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and the Indicative Commercial Bids of technically qualified Bidders will be opened in the presence of the technically qualified Bidder's representatives on separate date and time which will be notified separately. Subsequently reverse auction will be conducted on the total cost of ownership for the RFP.
- 1.15. No further discussion/ interface will be granted to Bidders whose bids have been disqualified.
- 1.16. Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever
- 1.17. In case of any discrepancy noticed within the RFP at a later stage, the discretion of the Bank shall prevail and be binding on the Bidder.
- 1.18. Disclaimer**
- 1.18.1. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the evaluation process detailed in the RFP.

- 1.18.2. While this section is a Preface to the entire document, the following sections are meaningfully segregated for better understanding of the document. The section headings or any other headings do not have any contractual sequence and the submission of responses should be based on the total understanding of the document/RFP.
- 1.18.3. The responses should be comprehensive enough to cover the requirements envisaged in the document and all supporting Annexure. The Bidder is advised to consult the RFP document and all its supporting Annexures to arrive at a solution for proposing to the Bank, and in developing technical and commercial responses.
- 1.18.4. The RFP for all intents and purposes is final. However, Bank reserves the right to bring about any changes in requirements / scopes and the same will be communicated to the Bidders well in advance so as to allow the Bidders sufficient time to prepare their proposal.



## SECTION B- INSTRUCTION TO BIDDERS (ITB)

### **2. ABOUT ALLAHABAD BANK**

- 2.1. Allahabad Bank was established on 24<sup>th</sup> April 1865 in Allahabad. In the year 1969, the Government of India nationalized 14 commercial banks and Allahabad Bank was one of them. For operational convenience, the Head Office of the Bank was shifted from Allahabad to Kolkata in 1923.
- 2.2. The Bank is a leading Public Sector Commercial Bank based in India. The Bank offers a range of financial services including Cash Management Services, Depository Services, Corporate Agency arrangements, Rupay/Visa debit cum ATM card, Internet Banking, Mobile Banking, Point Of Sale (POS), Bank Assurance and Mutual Fund, Real Time Gross Settlement(RTGS), Immediate Payment Settlement system(IMPS), Unified Payment Interface (UPI), Gold Card scheme for exporters, National Electronic Fund Transfer (NEFT), Government Business, Credit Card business (proposed), E-commerce payments etc.
- 2.3. At present, the Bank has a network of around more than 3300 Domestic Branches/Offices. The Bank also has an Overseas Branch at Hong Kong.
- 2.4. The Bank has Core Banking Solution Office (CBSO), Data Center (DC) & Near Disaster Recovery Site (Near DR) in Navi Mumbai, Payment Gateway Setup in Fort, Mumbai and DR Site in Lucknow.

### **3. INTRODUCTION**

#### **3.1 Background**

ALLAHABAD BANK, a leading Public Sector Bank, having its presence throughout the country, intends to procure Hardware, System Softwares, RDBMS, Messaging Middleware, for REFRESH & MAINTENANCE OF HARDWARE, SOFTWARE ETC OF RTGS, NEFT AND CCIL SETUP OF PAYMENT GATEWAY (DATA CENTRE & DISASTER RECOVERY SETUP). This document is a Request For Proposal (RFP) for bidders to participate in the Bank's evaluation exercise.

#### **3.2 Objective**

- 3.2.1. Allahabad Bank has set up its Payment Gateway at 3rd floor, Allahabad Bank Building, 37 Mumbai Samachar Marg, Fort, Mumbai- 400023, as per the directives of Reserve Bank of India, to cater to the Electronic Payment and Settlement System of the Bank. The Disaster Recovery Site for the same has been implemented at Disaster Recovery Site, Lucknow. The existing application systems installed at Payment Gateway viz RTGS, NDS-PDO and other Banking Applications, are presently running on Windows 2008 Advanced Server, with Oracle 11g and IBM Web sphere MQ Series 7.0 as the middle ware.

- 3.2.2. As advised by Reserve Bank of India, The Bank needs to upgrade its existing Hardware, Operating System, Messaging Middleware and other utilities, to Microsoft Windows 2012 R12 Enterprise Edition, Oracle 12c and IBM Web sphere MQ Series 8.0.
- 3.2.3. Allahabad Bank, therefore intends for complete Refresh & Maintenance of Hardware, Software etc of RTGS, NEFT and CCIL setup of the Bank wherein:
- ✓ The Primary setup of RTGS and NEFT would be deployed in Data Centre, Mumbai and DR setup at DRS, Lucknow.
  - ✓ The setup of CCIL would be deployed at Payment Gateway, Fort Mumbai.
- 3.2.4. For which Bank is in the process of procurement of HARDWARE, SYSTEM SOFTWARE, MESSAGING MIDDLEWARE (IBM Websphere MQ series 8.0),RDBMS (Oracle 12c), Windows 2012 Server Enterprise and other Equipments, for installation, configuration commissioning and maintenance, at DataCentre, Vashi Navi Mumbai and the Disaster Recovery Site at Lucknow and CCIL Setup at Payment Gateway, Fort Mumbai.
- 3.2.5. This includes installation, configuration, commissioning and maintenance of Windows 2012 Server, Oracle 12C, IBM Websphere MQ Series 8.0, for RTGS-SFMS, NEFT-SFMS, CCIL Trading Applications, and other equipments.
- 3.2.6. The supply, configuration, integration, testing, user acceptance, documentation, training, warranty support and post warranty maintenance support for all Hardware and Software components including database/ licenses/ tools provided for the fulfilment of Terms & Conditions, Technical specifications and Scope of Work mentioned elsewhere in the RFP. The proposed setup and site locations are:
- Primary setup of RTGS-SFMS and NEFT-SFMS Applications at Data Centre, Vashi , Navi Mumbai
  - CCIL Applications and their setup at Payment Gateway, Fort Mumbai.
  - Disaster Recovery setup of RTGS-SFMS, NEFT-SFMS & CCIL Applications at Lucknow.

#### 4. CURRENT /EXISTING SETUP:

The current Hardware & Software setup was procured and deployed in year 2010 and most of the setup has reached End of Life and requires complete replacement of Hardware, procurement of additional Software Licenses along with continuation of ATS etc of existing (already procured) Software Licenses. The brief details of existing setup are as under:

SI No	Hardware Items	Payment Gateway, Fort Mumbai	DRS Lucknow
1	Dual Processor Server	1	1
2	Single processor Server	3	1
3	Storage	1	1
4	SAN Switch	2	1
5	Firewall	1	1
6	IPS	1	1
Existing Software Items			
7	IBM MQ	1400 PVU (ATS Renewed upto 31/01/2019)	

**5. PROPOSED SETUP/REQUIREMENTS:**

Considering the replacement and additional requirements, following would be new requirements of Hardware & System Software and other services for new proposed setup.

For Details specifications of the items refer Annexure-21.

Location	Items	Purpose	Qty
Data Centre, Mumbai	Server Type A	NEFT (Primary)	1
	Server Type B	Backup/Failover Server for NEFT	1
	Server Type B	RTGS (Primary)	1
	Server Type B	Backup/Failover Server for RTGS	1
	Backup Management Solution (including Server, Backup Management Software and OS etc)	For Backup Management	1
	LTO Drive	For Tape Backup	1
	SAN Switch	For whole setup	2
	SAN Storage	For Data Storage	1
	Rack Assembly	For whole setup	1
	Facility Management Resource	To Manage whole setup of DC,PG, and DRS	As per RFP Requirements
DRS- Lucknow	Server Type A	NEFT	1
	Server Type B	RTGS and CCIL	1
	SAN Switch	For whole setup	1
	SAN Storage	For Data Storage	1
	Rack Assembly	For whole setup	1
PG Mumbai	Server Type C	CCIL (Primary)	1
	Server Type C	Backup/Failover Server for CCIL	1
Software Items for DC, DR and PG Mumbai	Microsoft Windows 2012 Server Licenses	For total eight(8) Servers of Type A, B and C	8
	IBM MQ Advanced Web sphere licenses	For whole setup	1400 PVU

**Note:**

- a) The Bank has Oracle Database Licenses along with ATS support and bidder has no need to quote & supply Oracle Licenses. The Bank has sized and provisioned Oracle Licenses (with ATS) with the minimum Cores mentioned in detailed Technical Specifications for the Servers Type A, B and C. Please note that, if bidder proposed and quote Servers with Higher Configuration (with more no. of cores), than bidder has to supply the additional Oracle Licenses (with

ATS for contract period) at no cost to Bank. If bidder fails to mention the same in its Technical and Commercial Bid, then bidder has to supply the same at no cost to Bank.

- b) Currently the Bank has 1400 nos of IBM Websphere MQ series (PVU) Licenses and their ATS is already renewed upto 31.01.2019. Bidder has to supply 1400 nos of additional IBM MQ Advanced Websphere (PVU) Licenses and ATS support for total 2800 IBM MQ Websphere Licenses. Bank has sized and provisioned 2800 (PVU) IBM MQ Websphere (with ATS) with the minimum Cores mentioned in detailed Technical Specifications for the Servers Type A, B and C. Please note that, if bidder proposed and quote Servers with Higher Configuration (with more no. of cores), than bidder has to supply the additional IBM MQ Websphere (PVU) Licenses (with ATS for contract period) at no cost to Bank. If bidder fails to mention the same in its Technical and Commercial Bid, then bidder has to supply the same at no cost to Bank.

Further, the selected bidder has to also renew the ATS of existing 1400 PVU of IBM Web sphere for the broken/gap period from 01.02.2019. The proportionate ATS amount of broken/gap period will be released to selected vendor at Year1 Rate of *ATS Amount of old IBM MQ* quoted by the bidder in its final commercial (Annexure-20).

- c) Bank has not mentioned any Technical Specifications for Backup Management Solution and Bidder has to design the Backup Solution (Server, OS, Backup Management Software, licenses, AMC,ATS,SA etc) considering the RFP requirements and required to quote detailed technical Specifications of Backup Solution (Server, OS, Backup Management Software, licenses etc) in its Technical Bid. Further the total Commercials of Backup Solution (Server, OS, Backup Management Software, licenses etc) should be mentioned under single line item i.e. Backup Management Solution. If bidder fails to mention the same in its Technical and Commercial Bid, then bidder has to supply the same at no cost to Bank.
- d) All kind of cables (UTP, Fiber, Power, USB, Serial, SATA, SAS, SCSI etc.) and any other hardware requirement for the complete commissioning of servers and other Equipments should be provided by the vendor.
- e) Bank will use and utilise its existing security setup of IPS, IDS, Firewall etc of DC , DRS and PG wherein selected bidder has to provide configuration details and extend necessary help to Bank and its SI to integrate the supplied items.
- f) Any additional Hardware/ Software/ OS / DB/ Third party tools required with respect to the RFP over and above bank's provided Hardware/Software/DB/ Third party, bidder should include the same in their proposals. The AMC/ATS of additional Hardware/ OS / DB / Third party tools should also included in the technical & commercial proposal.
- g) However, installation/ re-installation, configuration/ re-configuration, parameterization and all other activities related to Hardware / Software/ DB/ Third party tools for both existing and new provided are the responsibility of the Bidder during entire contract period.

## 6. ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank
1.	Bidder should be a Registered entity / Company in India for a minimum period of 5 (five) years. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into account.	Copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted.
2.	Bidder should have an average annual turnover of more than INR 25 Crore in each of the last three financial year (i.e. 2015-16, 2016-17, 2017-18). Further, their net worth & net profit should be positive in the last financial year i.e. 2017-18.  This must be the individual company turnover and not of any group of companies/subsidiaries.	Audited Balance sheets and Profit & Loss statements for the financial years 2015-16, 2016-17, 2017-18 along with the certificate duly certified by the Chartered Accountant and details as per Annexure – 19
3.	The bidder should be the Original Equipment Manufacturer (OEM) or certified / authorized agent of the proposed hardware /software etc.	Letter from the OEM authorizing the bidder to participate in the RFP should be submitted as per Annexure-24  In case OEM is directly participating self declaration has to be provided by OEM.
4.	The Bidder should have experience of managing (atleast one year) or implementing IBM MQ Web Sphere in any one of the following setups in at least one Scheduled Commercial Banks (excluding RRBs/ Co-operative Bank) with more than 1000 branches in India within last three years.  1. RTGS setup 2. NEFT Setup 3. SWIFT setup	Documentary proof from the concerned organization for having implemented or maintaining the solution as per the referred clause is to be submitted.
5.	The bidder should have experience of supply, Installation, Maintenance of following items to PSUs / Scheduled Commercial Banks during last five (5) years.  1. Servers (with atleast 4 Cores) – Min 10 2. SAN Switch- Min 5 3. San Storage – Min 10 TB Further bidder should have experience of implementation or maintenance of following items to PSUs / Scheduled Commercial Banks during last five	Documentary proof from the concerned organization for having implemented or maintaining the solution and is currently in use is to be submitted. Customer credential to be submitted.



Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank
	(5) years. 1. Oracle Database- Min 10 Core License 2. IBM MQ Web sphere- Min 1000 PVU	
6.	The Bidder should not have been debarred/blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions in last 3 years.	Bidder should submit an Undertaking (To be submitted as Annexure -16).
7.	Bidder should not be owned or controlled by any Director or Employee (or relatives) of Allahabad Bank.	Self-Declaration by Bidder/OEM on the company's letter head is to be submitted.
8.	The Bidder should have service support Centre in Mumbai and Lucknow.	Self declaration as per Annexure-13
9.	Bidder company should have valid ISO 9001 certification.	Copy of the relevant document
10.	The Items proposed should not be due for declaration of End of Sale within 3 years of last date of submission of Bid. Further proposed Items should not be due to reach End of Support within Seven (07) years from the last date of submission of Bid.	OEM's Undertaking on company letter head signed by authorized signatory of the OEM, clearly mentioning about the confirmation of End of sale and End of Support.

**Note:** The last date of submission of bids will be considered as the Cut-off date for evaluating the aforesaid eligibility criteria/clauses.

## 7. SCOPE OF WORK:

7.1 The successful bidder will Supply, Install, Configure, Commission and Maintain the Hardware, System software, RDBMS, Messaging Middleware, Storage, SAN Switch and other Equipments, as per RFP, at our Data Centre- Mumbai, Payment Gateway- Mumbai and DR Site (DRS) Lucknow for RTGS , NEFT and CCIL applications. The scope of work will broadly cover the following. If there is a gap between the Bank's requirements and the OEM warranty/ AMC then it will be the responsibility of Bidder to fill the gap.

- All the hardware for Data Centre Mumbai, DR Site Lucknow & Payment gateway Mumbai is to be accommodated in proposed racks.
- The bidder shall provide specifications with necessary power and cabling/wiring requirements for each piece of equipment offered.
- The Primary Site for NEFT, RTGS and other application, at present is situated at the Payment Gateway Mumbai. The Bank intends to shift the same to its Data Centre at Mumbai. The bidder shall be responsible for the complete migration of all the application for RTGS, NEFT and related applications, currently running from the PG Mumbai, to the proposed Data Centre at Mumbai.

- The Bidder has to migrate Application, Database and all other components in respect of RTGS/NEFT/CCIL SFMS System from existing to proposed hardware platform to restore as-is services.
- The selected vendor should also provide backup solution including its hardware, software, licences etc.

## 7.2 Hardware Infrastructure:

- 7.2.1. Supply, Installation, Configuration, Commissioning and maintenance of the RTGS-SFMS, NEFT-SFMS Hardware and Software Infrastructure as per RFP Requirements at Data Centre, Vashi, Mumbai and DRS Lucknow.
- 7.2.2. Supply, Installation, Configuration, Commissioning and maintenance of the hardware and Software infrastructure of CCIL applications as per RFP requirements at Payment Gateway, Mumbai.

## 7.3 Operating System:

- 7.3.1. Supply, Installation, Configuration, Commissioning and Maintenance of Microsoft Windows 2012 R2 OS and all the required patches on each server.
- 7.3.2. Install Service Packs and/or OS Patches as required installing Oracle 12C and running the RTGS, NEFT, CCIL etc applications on the said servers.
- 7.3.3. Implement necessary configuration to integrate the TCP/IP network with its system.
- 7.3.4. To integrate with the Leased line links or any other mode of connectivity as may be available at Payment Gateway & Disaster Recovery Site & Data Centre Mumbai.
- 7.3.5. Any drivers/driver software required for smooth commissioning should be installed.

## 7.4 Oracle Database

- 7.4.1. Installation, Configuration, Commissioning and Maintenance of Oracle 12C on servers at DC- Mumbai and Disaster Recovery Site Lucknow.
- 7.4.2. Shutdown the existing database and take a cold backup.
- 7.4.3. Create a database with the structure as per requirement of RTGS, NEFT etc applications on the servers.
- 7.4.4. Pre-Migration readiness assessment, Review Migration Plan, Undertaking successful migration in co-ordination with Banks Team, Participation during load testing.
- 7.4.5. Migration of application data from oracle 11g to Oracle 12C environment for applications. Also, moving data from Old servers to new servers for applications. The vendor is expected to carry out the migration activity successfully and test it using relevant tools.
- 7.4.6. Establish Connectivity between the application and the database. Configure Oracle Dataguard between production and standby servers for online data replication /synchronization between primary databases located at DC- Mumbai and the standby databases each located at Payment Gateway Mumbai and Disaster Recovery Site Lucknow.
- 7.4.7. Tuning the performance of the database on the new servers.

- 7.4.8. Test the integrity of the database on the new servers.
- 7.4.9. Post migration health check / assessment.
- 7.4.10. Documentation of the activity performed.
- 7.4.11. Confirmation for completion of activity.

The selected bidder will be responsible for providing onsite support for Oracle 12C, for the entire contract period.

7.5 **IBM Websphere MQ series version 8.0**

Currently Bank has 1400 nos of IBM Websphere MQ series (PVU) Licenses and their ATS is already renewed upto 31.01.2019. Bidder has to supply additional 1400 nos of IBM MQ Advanced Websphere (PVU) Licenses and ATS support for total 2800 IBM MQ Websphere Licenses during contract period.

- 7.5.1. Supply, Installation, Configuration, Commissioning and Maintenance of IBM Websphere MQ series on the servers at DC-Mumbai, Payment Gateway, Mumbai and Disaster Recovery Site Lucknow.
- 7.5.2. Configuration is inclusive of creating required Queue Managers, Channels and Queues according to applications, wherever required.
- 7.5.3. The selected bidder will be responsible for providing onsite support for IBM MQ Websphere for the entire contract period

7.6 **Business Continuity Plan (BCP) Drill:**

Reserve Bank of India conducts BCP Drill for entire setup of the Electronic Payment and Settlement Systems of Banks, from time to time. Further, the Bank conducts its own internal Drills to ensure the readiness of the primary and DR setup for the same. Bidder shall provide on-site support during quarterly DR drills or as per the requirement of the Bank at no additional cost to the bank. The Bidder Representative/ engineer should be physically present at DR Site during such RBI drills as well as Bank's own internal Drills and should provide full time support to ensure the successful completion of the same.

- 7.7 Bidder shall provide required help during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Also rectify the irregularities pointed out related to supplied items during IS Audit at no cost to the Bank.
- 7.8 The bidder has to provide complete architecture & its functionality document including hardware make, model, specifications, software applications details, process flows for each & every activity to implement the proposed setup at DC , DRS & Payment Gateway including methodology as part of the proposal.
- 7.9 The Bidder has to provide support to maintain the hardware/equipments supplied on 24 X 7 X 365 basis at DC & DRC, Payment Gateway. The Bidder has to submit the product roadmap for all the proposed hardware, as part of the proposal. The Bank reserves the right for partial procurement of the hardware as per the business requirement.

7.10 Any other activity required for smooth commissioning of Servers, Operating System, Database, Messaging Middleware, RBI Application etc is also responsibility of Bidder/Vendor.

7.11 The Bidder shall be responsible for documenting processes and SOPs agreed with the Bank and obtain approval on the same from Bank. The Bidder shall be responsible for documenting all the policies, rule set, profiles and other configurations carried out to meet Bank's business requirements. The same should be reviewed and approved with the bank. The Bank will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against the Bank for any license related issues, the Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by Bidder. If the bidder has missed out procuring any license, the same has to be supplied without any additional cost to the Bank.

7.12 **Warranty, AMC/ ATS etc. Scope:**

7.12.1. The Bidder shall provide the onsite comprehensive maintenance (Warranty, AMC, ATS, SA, FM ) during entire contract period ( 5 years) for all the hardware, software & services including Operating System, Database & third party software within the scope of work. All the Hardware items should be supplied with three (3) year on-site comprehensive warranty, which will start from the date of installation of hardware. Subsequently, the bidder shall provide the on-site comprehensive AMC support of Hardware items for 2 years. All the Software items should be supplied with one (1) year ATS/SA and subsequent ATS/SA of next four (4) years. All the software items should be perpetual in nature. The additional support (FM/AMC/ATS/Services etc.) in case of extension of contract after five years, is required to be provided by the Bidder at a rate equivalent to the average of support rate of Year 4 & Year 5, or at the rate of Year 5, whichever is lesser. The Bidder must factor the costs in the Price Schedule accordingly. The Warranty, ATS,SA, AMC should have back to back OEM active support and supporting documents for the same should be provided for releasing of respective payments. Further all the obligations of the warranties should be covered under the AMC/ATS including replacement of the items & its parts.

7.12.2. The AMC cost of the hardware items should be quoted at minimum 8% of the item cost.

7.12.3. Successful Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as mentioned in the Service Level Agreement. The Bidder should agree that during the warranty/AMC/ATS period, they will provide the following operational support:

- a) Bugs removal and troubleshooting.
- b) Maintenance and support for patches, version control and release.
- c) Regular performance tuning including database of solutions for performance optimization.
- d) Regular backup of application of RTGS & NEFT database.
- e) On-site support including training and hand-holding to core team at specified location to be decided by the Bank.
- f) Tuning and configuration of Hardware, software and database
- g) Conducting regular server capacity analysis and advise remedial measures as required

- h) Conducting routine database assessments to ensure data quality and optimal data base performance
  - i) Migration of data from existing systems to new system, at the start of the project. Assisting users to carry out live run.
  - j) Redress various operational problems.
  - k) Carry out various housekeeping works and explain the same to users.
- 7.12.4. Annual maintenance cost (AMC)/ Annual Technical Support (ATS) services include version upgradations, patches, bug fixing, and compliance of RBI/IDRBT/ any other regulatory authority changes, compliance of irregularities pointed by Internal/External Auditors etc.
- 7.12.5. Back to Back OEM active support should be available for the hardware, software, third party applications, OS, Database Licenses etc supplied by the successful Bidder in the contract and supporting documents for the same should be provided for releasing of respective payments.
- 7.12.6. The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the Bidder during the period of warranty/ATS/AMC.
- 7.12.7. Installation/re-installation, configuration/ reconfiguration of software including OS & DB, as and when required during the contract period. All updates and upgrades of OS & DB has to be done by the selected Bidder during contract period. All these activities are to be covered under scope of AMC/ATS provided by the vendor and bank will not pay any additional cost for the same.
- 7.12.8. The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract.
- 7.12.9. Bidder shall ensure necessary changes or modifications announced by RBI/IDRBT any regulatory authority or any other statutory authorities within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank during the contract period. No exclusions / exceptions will be permitted in complying RBI /IDRBT other statutory authority guidelines.
- 7.12.10. Bidder shall provide on-site support during quarterly DR drills or as per the requirement of the Bank at no additional cost to the bank.
- 7.12.11. Bidder shall provide New patches; Version releases/up-gradations at periodical intervals, New Version will be provided in case of existing Software is declared as End of Support / End of Sale / not able to comply the Regulatory guidelines, Bug fixing, etc as part of ATS.
- 7.12.12. Provide on-site support during quarterly DR drills or as per the requirement of the Bank.

7.12.13. Bidder shall provide required help during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.

7.12.14. The selected Bidder should also guarantee that all the software supplied by the Bidder is licensed and legally obtained.

7.12.15. Selected Bidder shall be fully responsible for any IP rights violation in connection to the supplied software. Only licensed copies of software shall be supplied and ported. The bidder shall grant an irrevocable perpetual license to the Bank to use the software.

7.12.16. As per the Bank's Business Continuity Policy / Disaster Recovery Policy, bidder should design and update BCP/DRP document on periodic intervals for the proposed solution.

### 7.13 **Data Migration**

7.13.1 The Bidder will be responsible for migration of all the Applications and Data from the existing setup to new setup. The Bidder will be responsible for assisting the Bank in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated from the existing setup to the new setup.

7.13.2 The Bank or its consultants may, at its will, verify the test results provided by The Bidder.

7.13.3 Any gaps / discrepancy observed will be reported to The Bidder, who will act upon it and resolve the same immediately.

### 7.14 **Disaster Recovery Mechanism:**

7.14.1 The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery and implement the same in the system.

7.14.2 The Bidder needs to submit the technical architecture relating to data replication between primary and secondary site. The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for the proposed solution should be 4 hour and 15 minutes respectively.

7.14.3 Bidder should make provision for both Database level replication and storage level replication between DC & DRS. The replication mechanism will be decided by the Bank.

7.14.4 There would be a quarterly DR Drill as per RBI/IDRBT/CCIL /Bank Guidelines.

### 7.15 **Facility Management – On site:**

7.15.1 After implementation of the solution, the Bidder should provide at least one onsite dedicated L2 level technical expert between 8:00 a.m. to 8.00 p.m, on all working days during the period of contract at the designated location which will be decided by the Bank. The bidder has to ensure FM support during the quarterly DR Drill

and during extended hours thereof. However 24\*7\*365 support should be provided by the Bidder in case of troubleshooting, resolution of problems to meet the SLA as mentioned in the document.

- 7.15.2 The deputed resource should be a qualified and experienced professional with minimum two years working experience in the concerned technology. The deputed resource should manage and maintain the entire infrastructure including operational-functional level support & troubleshooting of as per RFP and SLA. Bank reserves the right to claim change in resource based on the performance of the resources.
- 7.15.3 Bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at bank site.
- 7.15.4 Bidder is liable to perform complete background verification of on-site resources and also provide the documents concerned to the Bank so that Bank may also check the same, if required. The deputed personnel will be employed by the bidder on their payrolls/contracts without having any employment right with the bank. Moreover deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected Bidder. Bidder should provide undertaking for Know Your Employee (KYE) as per Annexure-16.
- 7.15.5 Bidder is expected to perform following activities but not limited to as part of the Facility Management:
- Assist/Support the Bank's technical/functional team to perform day to day activities, monitoring of production environment, generation of reports and extracts, application administration, Backup restoration and testing etc.
  - Maintenance of Hardware, OS, Middleware, Database & other software/utilities/Drivers (installation/re-installation, configuration/re-configuration, etc).
  - Resolution of day to day issues reported by offices.
  - Training on Application installation, reinstallation, configuration, administration and day-to-day support operations to be provided to designated of the Bank as and when required.
  - Provide monthly preventive maintenance/ Health checkup of application software, OS & Database by senior level (L3) engineers to ensure the continuity of the application and avoid failures.



- In case of any issue with hardware and software supplied by the Bank, Bidder should log a call & co-ordinate with the Bank's Hardware Vendor / Bank's team to resolve the issue. It is responsibility of the Bidder to resolve the issue with the assistance of the OEM if deemed necessary.
- Resolve/ Co-ordinate the issues related to the supplied equipments at DC/DRS/Payment Gateway.
- Resolve/ Co-ordinate the issues related to software & operating systems viz. IBM Web Sphere, Oracle etc.
- Provide on-site support during quarterly DR drills or as per the requirement of the Bank.
- Bidder must ensure all security of data as per the IT security policy of the Bank and of other statutory body.
- The Bidder should share the Periodic SLA reports with the Bank (as detailed in this Bid).
- Besides the above information, the bidder has to consider service levels required in this document and if required provide additional equipment as deemed necessary to adhere to the service levels.
- The Bidder must meet the defined SLAs for uptime should ensure lower turnaround time in the event of failure.
- The Bidder should coordinate with Partners/OEM for AMC/ATS support.
- The Bidder should prepare and submit the FM reports for the proposed equipments. The Bidder should also escalate and notify issues to Bank SPOC.
- Bidder has to maintain list of software in the scope, their patch details, version, firmware, etc.
- The bidder will provide required help during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Bidders shall provide closure / compliance of the audit findings in the offered solution/setup within the stipulated timelines at no additional cost to the Bank.

#### 7.16 **Security, Monitoring and Audit:**

- 7.16.1 Bank's IT security Policy in vogue should be followed in spirit which includes password management, change management, backup, patch update etc.
- 7.16.2 Audit logs should be retained and made promptly available, as and when required during the life cycle of data retention.
- 7.16.3 Bidder shall take prior approval/consent by the bank of the use of subcontractors for all or part of the proposed Setup at DC/DRS/Payment Gateway.
- 7.16.4 Bank is in process of implementing Cyber Security Operation Centre (C-SOC) wherein monitoring of all critical servers mainly application & database servers would be done for its security, uptime/ downtime, performance, user access to system, parameter changes, etc would be monitored based on different logs from servers and devices. Bidder should provide necessary logs of system, application users and database etc for integration with SOC. For integration of SOC with the system being provided by the bidder, required support and tools (if



any for log generation and pushing to SOC) would be required from bidders at no additional cost to the bank. Bidder shall ensure creation of secure repository of logs for current and future analysis, which will be provided to the Bank as and when required. As one of the critical components of Bank, the proposed solution should have the capability to communicate with SOC by means of Secured transfer of logs and no extra charge shall be paid to the Bidder for this. In case of requirement, the bidder shall provide required scripts, program to integrate with SIEM. The vendor shall provide all the data/ information through their equipments/ systems installed in the Bank, as required by the Bank, so that rules configured under SIEM provide meaningful data.

- 7.16.5 IT assets, Management of the same, documentation, version control, configuration / parameter controls, Change Management etc. should meet standards and expectations of ISO 27001 level.,
- 7.16.6 Bidder should comply with all the points with respect to Vendor Risk Management (Annex-1 Point No11) as mentioned in RBI Circular Ref No:RBI/2015-16/418 DBS.CO/CSITE/BC.11/33.01.001/ 015-16 dated 02-06-2016. As mentioned in the aforesaid circular, Bidder should consider to take steps in maintaining confidentiality, integrity and availability of the data owned by the Bank specially customer information, irrespective of whether the data is stored/in transit within themselves or with customers or with the third party vendors.
- 7.16.7 Further the Bank will be doing the risk assessment of the selected bidder on periodic basis as per the Bank's internal policy. Bidder has to provide the required support/data for Banks analysis. Further if the rating of the bidder falls under the High Risk Category then Bank may choose to terminate the contract with the bidder, as per the terms of the RFP.

**7.17 Third Party Audit:**

- 7.17.1 A Third Party Auditor (TPA), if required, may be selected and appointed by the Bank at its own cost.
- 7.17.2 The audit may cover one or more of the following aspects of the project: -
  - Penetration testing of the systems and networks (External and Internal)
  - Application Security Assessment
  - System Performance Testing/ Monitoring
  - Review and Assessment of Security Policies
  - Data Quality Review
- 7.17.3 The Bidder shall be required to share the testing documents and standards with the designated third party wherever applicable/ required.
- 7.17.4 The Bank may appoint the TPA for the entire project period including the Operation and maintenance period. The TPA may conduct quarterly/bi-annual/annual audits as per the decision of the Bank.
- 7.17.5 Based on the audit reports submitted by the TPA, the selected Bidder shall make the required changes to the application and incorporate the suggestions of the auditor at no extra cost to the Bank. The purchaser shall recover costs from the pending payments or performance security on failure of the Bidder to make the required changes.

## 8. PROJECT TIMELINES AND LIQUIDATED DAMAGES:

The Bank expects successful bidder to deliver and implement all the items and perform all activities and related roles timely in time bound manner. The timelines for completion of activities along with Liquidated Damages Penalty are outlined below:

Sr. No.	Activity	Time Period for completion	Liquidated Damages
1.	Delivery of ordered hardware & Software at DC and DRS & Payment Gateway	Within 06 weeks from issue of Notification of Award (NOA)	1 % of Contract price of delayed items for each week of delay or part thereof
2.	Configuration of all hardware items along with installation of CCIL Application at Payment Gateway by using the existing connectivity of RBI-INFINET	Within 07 weeks from issue of NOA	Rs.10,000/- for each week of delay or part thereof
3	Roll out/ Go-Live with CCIL Setup	Within 08 weeks from issue of NOA	Rs.10,000/- for each week of delay or part thereof
4.	Installation, configuration and implementation at Data Centre for RTGS-SFMS & NEFT-SFMS System	Within 10 weeks from issue of NOA	Rs.10,000/- for each week of delay or part thereof
5.	Migration of archival data	Within 11 weeks from issue of NOA	Rs.10,000/- for each week of delay or part thereof
6.	<b>Roll out/ Go-Live From DC</b>	Within 12 weeks from issue of NOA	Rs.10,000/- for each week of delay or part thereof
7	Installation, configuration and implementation at DRS for RTGS- SFMS & NEFT-SFMS and CCIL System	Within 11 weeks from issue of NOA.	Rs.10,000/- for each week of delay or part thereof
8	<b>Roll out/ Go-Live From DR</b>	Within 12 weeks from issue of NOA	Rs.10,000/- for each week of delay or part thereof

The Liquidated Damages will be recovered from the payments due to the selected bidder. The overall cap for penalty would be 10% of the overall contract amount and thereafter the contract may be cancelled.

## 9. SERVICE LEVEL AGREEMENTS

- 9.1. The Bidder need to execute a Service Level Agreement/Contract with the Bank covering all terms and conditions of this tender. Bidder need to strictly adhere to Service Level Agreement (SLA). Services delivered by bidder should comply with the SLA mentioned below. The Bank shall without prejudice to its other rights and remedies under and in accordance with the terms of the RFP levy liquidated damages & penalty with applicable taxes including Goods and Services Taxes from payments due to the Bidder. SLA will be reviewed on a quarterly basis. Violation of SLA will attract penalties on the Bidder.

- 9.2 Time is the essence of the contract and the bank expects the Bidder to complete the project as per the implementation plan specified in the RFP. Bidder will be penalized as mentioned in RFP if the Bidder fails
- I) to commence services within the time specified as per the terms of the RFP; or
  - II) to perform the services and extend the support that meets the requirements as stipulated in the RFP within the time specified in the RFP; or
  - III) to maintain the uptime of the System/components of the setup ;
- 9.3 RTGS, NEFT & CCIL Applications are time bound and critical for RBI Payment & Settlement System compliance & customer services and hence Bank expects the proposed setup will have a high uptime. The entire RTGS, NEFT and CCIL Setup is required to be up and running for 99.5% on a monthly basis, barring scheduled and mutually agreed upon downtime. That is, the system should be up and available to Bank to use the system on all working days with an uptime of 99.5%. If the uptime is below 99.5%, the Bank shall deduct a penalty from the AMC,ATS & Facility payment, which will be @ 1% of total cost of (AMC, ATS & FM of that month) for every 0.1% or part thereof of reduction in the uptime. However, if uptime is less than 97.0%, the Bank shall levy penalty and extension of period as below and shall have full right to terminate the contract. The right of termination shall be in addition to the below extension period and penalty.
- If the bidder fails to guarantee the required uptime, the Bank shall extend the whole Warranty/ATS period by two days for every 0.1% or part thereof decrease in guaranteed monthly uptime for total solution. One day is equal to 24 hours.
- 9.4 The Bidder shall be bound to provide the agreed service levels. Service Levels will include Availability measurements, call resolution time, etc. Bank requires the Bidder to provide reports for all availability and a log of all issues that have been raised and Closed/ Pending Closure by the Bidder. The frequency of these reports would be Monthly, Quarterly and Yearly as mutually agreed.

**9.5 Terminologies Used**

Service Levels are calculated based on the “Business Utility” (BU) of the solution, which is described as the ratio of “System Available for Actual Business Hours” to the “Scheduled System Availability for Business” i.e. –

$$\{ \text{Scheduled Business Operation Hours (SBOH)} - \text{Business Downtime (SBDT)} \} \times 100 / \text{Scheduled Business Operation Hours (SBOH)}$$

$= (\text{SBOH} - \text{SBDT}) * 100 / \text{SBOH}$
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- a) The business hours are 8 AM to 8 PM on any calendar day the Bank’s branch is operational. The Bidder however recognizes the fact that the branches may be required to work beyond the business hours on need basis.

- b) All the infrastructure of Data Center and Disaster Recovery and Payment Gateway site will be supported on 24x7x365 basis.
- c) The "Scheduled Business Operation Hours" for a given time frame are calculated after deducting the planned downtime from "Business Operation Hours". The Business Operation Hours will be taken as 8 AM to 8 PM on any calendar day the Bank's branch is operational, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.
- d) "Business Downtime" is the actual duration for which the system was not able to service Bank or the Clients of Bank, due to System or Infrastructure failure as defined by Bank and agreed by the Bidder.
- e) Service Levels will include Availability measurements and Performance parameters. The Vendor shall provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Bidder shall use an appropriate tool for the purpose of such reporting.
- f) Performance measurements would be assessed through audits or reports, as appropriate to be provided by the Bidder e.g. Utilization reports, response time measurements reports, etc. The tools to perform the audit will need to be provided by the Bidder. Audits will normally be done on regular basis or as required by Company and will be performed by Bank or Bank appointed third party agencies.
- g) Method for calculation of resolution time starts from the call log by Head Office/ DC / DRS/ Payment Gateway/ End user through e-mail / telephone etc till the issue resolved. Bidder has to provide Escalation Matrix details as per Annexure- 14

## 9.6 Severity Definition

Severity is defined as non-availability of system during live operations due to Infrastructure. The Bank will classify all errors in to three categories:

- (I) Critical (Severity 1) errors defined as the Errors that cause the transactional service disruption or service disruption to other connected systems due to malfunction/ system unavailability or unavailability of the expected services. The Vendor undertakes and guarantees that all the Critical Errors will be resolved in the production environment within four hours of the Bank intimating the same through writing, telephone or fax.
- (II) Medium (Severity 2) Level Errors defined as those errors that are not the Critical Errors as defined above but cause great inconvenience or operational difficulties to the Bank. The Vendor undertakes and guarantees that all the Medium Level Errors will be resolved in the production environment within one day of the Bank intimating the same through writing, telephone or fax.

(III) Low (Severity 3) Level Errors defined as those other errors that are not the Critical errors or the Medium Level Errors as defined above. The vendor undertakes and guarantees that all the Low Level Errors will be resolved in the production environment within 3 days of the Bank intimating the same through writing, telephone or fax.

LEVEL	Technology
Severity 1	a.) Any problem due to which the components of proposed infrastructure are not available to the Bank's or does not perform according to the defined performance and processing parameters required as per the RFP or;  b.) Showstoppers involving major functional failure in the application. There are no usable workarounds available to troubleshoot the Problem.
Severity 2	a.) Any incident which is classified as "Severity 1" for which an acceptable workaround has been provided by the Bidder or;  c.) End Users face severe functional restrictions in the application Irrespective of the cause.
Severity 3	a.) Any incident which is classified as "Severity 2" for which an acceptable workaround has been provided by the Bidder or;  c.) Moderate restrictions in the system irrespective of The cause. Has a convenient and readily available workaround.

9.7 For every issue crossing beyond the above referred thresholds for resolution Bank shall have right to levy penalty @ Rs. 10000/- (Rupees Ten Thousand Only) per day per issue, subject to a maximum of 20% of the contract value. For repeated failure, same or higher penalty will be charged depending upon the delay in rectification of the problem.

## 10. LANGUAGE OF BID

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

## 11. NON-TRANSFERABLE OFFER

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

## 12. ERASURES AND ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except what is necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

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

### **13. PRE BID MEETING**

- 13.1 Only the prospective bidders, **who have purchased a copy of the RFP**, will be eligible to attend a pre-bid meeting to be held as per schedule details mentioned in the RFP. Upto a maximum of two representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the Purchaser, at its discretion, may permit any additional representative of any prospective bidder or any representative of manufacturer of the related equipment to attend the pre-bid meeting.
- 13.2 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. Bidders are requested to send their queries in the format mentioned in Annexure-9 relating to RFP to our office by e-mail/ fax / speed post / courier, well in advance (at least two days prior to the Pre Bid Meeting), so that the same could be discussed during the Pre-Bid meeting with interested Bidders. The Purchaser will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 13.3 Clarifications including the text of the questions raised (without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the RFP.
- 13.4 **Authorization Letter to be submitted as per Annexure 8.**
- 13.5 Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

### **14. AMENDMENT OF RFP**

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

## 15. TENDER SUBMISSION- GENERAL DETAILS:

### 15.1 Tender Document and Fee:

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with non-refundable fee of Rs.15,000/- (Rupees Fifteen Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of Allahabad Bank, payable at Kolkata .

Chief Manager - IT  
Department of Information Technology  
Allahabad Bank, Head Office  
2nd Floor, 2 NS Road,  
Kolkata-700 001  
Tel: 033 – 22420995/  
Email: [hodit.hardware@allahabadbank.in](mailto:hodit.hardware@allahabadbank.in)

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

### 15.2 Bid Security:

The Bidder(s) must submit Bid Security of Rs.9,50,000/- (Nine Lakh Fifty Thousand only) at the time of submission of the technical bid in the form of Bank guarantee as per format given in Annexure-5 issued by Public / Private Sector Bank in India (other than Allahabad Bank), acceptable to the Bank, in favour of ALLAHABAD BANK payable at Kolkata for an amount mentioned hereunder, on which no interest will be paid by the Bank:

The bid security is required for protecting the Purchaser against risk of bidder's conduct during the period of bid validity. The bid shall remain valid for atleast 60 days beyond the bid validity period of 180 days. Therefore, the bid security will have to be submitted for a period of (180+60) days from date of opening of Technical Bid prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

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

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

The Bid Security may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of Technical bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or



- c. In case of the successful Bidder, if the Bidder fails or refuses:
- To execute the Notification of Award
  - To sign the contract in the form and manner to the satisfaction of The Bank.
  - To furnish performance Bank Guarantee in the form and manner to the satisfaction of The Bank.
  - To perform, in accordance with the terms and conditions of the RFP or Contract

### 15.3 Performance Bank Guarantee:

The Bank will require the selected Bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the date of issue of Notification of award, for a value equivalent to 10% of the project cost (TCO of 5 years). The PBG should be valid for 5 years plus 180 days. In case of the expiry of PBG within this period, the vendor should furnish a fresh PBG. The Performance Guarantee shall contain a claim period of six months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and/or Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Bank Guarantee shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public / Private Sector Bank in India (Other than Allahabad Bank), acceptable to the Bank, in the Annexure 6 provided in the Bid.

## 16. INTEGRITY PACT

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Vendors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. To ensure transparency, equity and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank. Further, all bidders need to submit an "Integrity Pact" (duly sealed & signed) as per Annexure-25 of the RFP, on non-judicial stamp paper of appropriate value in its technical bid. For the above pact, The Bank has appointed two (02) Independent External Monitors (IEM). The name, address and contact details of IEMs nominated for the Bank is as under:

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

## 17. TWO BID SYSTEM TENDER (E-Tendering)

Bidders are required to submit the Sealed Technical Bid along and sealed indicative commercial bid in physical form on or before the last date and time mentioned in RFP. However for the actual commercials, the Bank shall be conducting a reverse auction process (through e-Tendering portal), the date and time for the same will be informed to technically qualified Bidders.

The bidder will take care of submitting the Bid properly filed so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection. The tender not submitted in the prescribed format or incomplete in any aspect is liable for rejection. The Bank is not responsible for non receipt of bid within the specified date and time due to any reason including postal delays or Holidays.

### 17.1 Submission of Technical Bid –

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

- a. **Technical Bid** - "Supply, Installation, Implementation and Maintenance of HARDWARE, SOFTWARE ETC OF RTGS, NEFT AND CCIL SETUP Technical Bid" shall be duly marked as "DO NOT OPEN BEFORE (date)"
- b. **Compliance to Eligibility Criteria** – "Quotation for Supply, Installation, Implementation and Maintenance of and Maintenance of HARDWARE, SOFTWARE ETC OF RTGS, NEFT AND CCIL SETUP.
- c. **Masked Commercial Bid** (Annexure-2) - "Quotation for Supply, Installation, Implementation and Maintenance of and Maintenance of HARDWARE, SOFTWARE ETC OF RTGS, NEFT AND CCIL SETUP
- d. **Indicative Commercial Bid** (Annexure-3) Quotation for Supply, Installation, Implementation and Maintenance of HARDWARE, SOFTWARE ETC OF RTGS, NEFT AND CCIL SETUP– Indicative Commercial Bid shall be duly marked as "DO NOT OPEN BEFORE (date)"

17.1.2 Sealed separate envelopes carrying the technical Bid (including compliance to eligibility criteria, masked commercial bid and Indicative Commercial Bid should be put in a single outer cover (one each for Original & Copy bids) duly sealed and super-scribed "Quotation for installation and Maintenance of HARDWARE, SOFTWARE ETC OF RTGS, NEFT AND CCIL SETUP – Original / Copy Bid" (as the case may be) and be submitted at the Bank's

address given in RFP. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

**Note:**

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

17.1.3 All envelopes must be super scribed with the following information:

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

**17.1.4 ENVELOPE - I - Technical Offer**

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

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

- a. Tender Forwarding Letter (Annexure – I) along with power of attorney or Board Resolution of authorised signatory
- b. Bidder Information (Annexure-12)
- c. Valid Bank Guarantee as BID SECURITY (Annexure – 5)
- d. Compliance of Technical Requirement Specifications (Annexure-21)
- e. Technical Bill of Material (Annexure-22)
- f. Letter giving details of authorized representatives (Annexure 8).
- g. Details of Service support centres (Annexure - 13)
- h. Escalation Matrix (Annexure-14)
- i. Conformity/Undertaking letter (Annexure - 16)
- j. Bidder's Financial Status (Annexure- 19)
- k. Undertaking for MSME benefit (Annexure-23) , if applicable

- l. Manufacturer's Authorisation Form (Annexure-24)
- m. Valid Bank Draft/ Pay order as RFP document price if tender document is downloaded from Bank's website
- n. Copy of Technical Bid
- o. CD (R)/DVD which contains soft copy of all above documents
- p. RFP and addendums (if any) signed and stamped
- q. Integrity Pact (Duly sealed & signed) as per Annexure-25
- r. Any other documents deemed necessary.

#### 17.1.5 ENVELOPE - II - Compliance to Eligibility Criteria

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

This should contain at least the following,

- a. Compliance to Eligibility Criteria (Annexure-4) – All relevant documents like Certificate of Incorporation, Audited Financial Statements, P& L statements, Customer credentials, CMM/ISO Certification letter, all other self-certified letters, as mentioned in the RFP should be submitted along with annexure.
- b. Any other documents deemed necessary.

#### 17.1.6 ENVELOPE - III - Masked Commercial Bid

The Bidder should enclose a copy of the **Masked Commercial Bid (as per the format provided in Annexure -2)** without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

### 17.2 Submission of Indicative Commercial Bid and Reverse Auction (E-Bidding) :

#### 17.2.1 ENVELOPE- IV- Indicative Commercial Bid

The Bidders should enclose a sealed copy of the **Indicative Commercial Bid (as per the format provided in Annexure-3)** with the prices along with the Technical Bid, duly signed and stamped by the authorized signatory, latest by last date and time of submission of bids..

The Indicative Commercial Bid should contain the Price Information only and to be submitted strictly as per the format provided in Annexure 20

17.2.2 The Bank will adopt e-Tendering process for conducting reverse auction process for the Commercials of RFP. The vendor for e-Tendering process is M/s Antares Systems Limited and the portal address for the same is [www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank), wherein the necessary details for e-Tendering process are available.

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

- 17.2.4 Indicative Commercial Bid of only those Bidders will be opened who qualify in Technical evaluation & subsequently reverse auction will be conducted on the total cost of ownership over the contract period of 5 years. After the completion of reverse auction, the L1 bidder is required to provide the final commercial bids (FCB) with breakup in next two days, matching the reverse auction price for commercial evaluation. The FCB will comprise of the Total cost of Ownership for Bank (TCO).The Bidder shall not add any condition / deviation in the commercial bid. Any such condition / deviation may make the bid liable for disqualification.
- 17.2.5 The prospective Service providers/ Bidders are advised to register with the E-Tendering Portal ([www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank)) well in advance. The Bidder should also possess valid Class III Digital Signature Certificate which is a Mandatory requirement.
- 17.2.6 In case of any clarification/assistance Bidder may contact the following representatives of M/s Antares Systems Ltd. before the schedule time of Online Reverse auction process.

<u>Contact Persons</u>	<u>Mobile No.</u>
Mr. Tousik Ghosh	09674758724
Mr. Kushal Bose	07686913157

E-mail: [kumarchandan@antaressystems.com](mailto:kumarchandan@antaressystems.com)  
[debrajsaha@antaressystems.com](mailto:debrajsaha@antaressystems.com)  
[kushal.b@antaressystems.com](mailto:kushal.b@antaressystems.com)  
[tousik.q@antaressystems.com](mailto:tousik.q@antaressystems.com)

## 18. DEADLINE FOR SUBMISSION OF BIDS

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

## 19. BID OPENING

- 19.1 As the technical bid will be evaluated first for technical suitability, the Purchaser will open only the Technical Bids as per the schedule mentioned in the RFP, in presence of the representative of the Bidder. The Indicative Commercial Bids of Only Technically qualified Bidders will be opened at a later date, subsequent to Technical Evaluation. The Bank will notify the date and time of opening of Indicative Commercial Bids and Reverse Auction to the technically qualified Bidders.

- 19.2 Opening will be taken in a register against name, name of the company and with full signature.
- 19.3 Each Bid will be numbered serially, signed and dated by two officers of the Bank except printed literature, brochure and reports.
- 19.4 Alterations in the bids, if any, made by the Bidder/ companies would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the Bidder/ company's executive who has signed the Bid or by the Bidder/ company's representative authorized by the executive who has signed the bid. The Bidder should bring such alteration in notice of Bank at the time of opening of Bid, failing which such alterations would not be acceptable to the Bank.
- 19.5 An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.
- 19.6 Bids and modifications, if any, that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.

## **20. PRELIMINARY SCRUTINY**

- 20.1 Allahabad Bank will examine/scrutinize the bids to determine whether the bids are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 20.2 Bids without proper documents showing the tie-up arrangements with the partners involved in the supply of the total solution shall be treated as non-responsive.
- 20.3 Arithmetical errors will be rectified on the following basis. "If there is a discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected."
- 20.4 The Bank, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all Bidders and Allahabad Bank reserves the rights for such waivers.
- 20.5 Prior to the detailed evaluation, Allahabad Bank will determine the substantial responsiveness of each Bid to the RFP. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the RFP without material deviations. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

20.6 If a Bid is not substantially responsive, it will be rejected by Allahabad Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## 21. CLARIFICATION OF OFFERS:

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

## 22. EVALUATION OF BIDS

### 22.1 Objective of Evaluation Process

- 22.1.1 The evaluation by Allahabad Bank will be undertaken by an Internal Committee formed by the Bank. The bank may consider recommendations made by External Experts/Consultants on the Evaluation. The decision of the committee shall be final.
- 22.1.2 The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. This shall be binding on all Bidders and the Bank's decision in the matter will be final.
- 22.1.3 Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.
- 22.1.4 Bank may call for any clarifications/additional particulars on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation/s and visit Reference Site of the Bidder's client sites, if required. Through this Request for Proposal, Bank aims to select a Bidder who would undertake the installation and implementation of the proposed setup. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of services with performance levels set out in this RFP with a Service Level Agreement.
- 22.1.5 The Bank has adopted a two bid process in which the Bidder has to submit (1) Technical Bid (including *Indicative Commercial Bid and Masked Commercial Bid*) within the time as stipulated in the RFP and (2) Commercial Bid (*as per Reverse Auction*), schedule will be informed to the technically qualified bidders at the later stage. The Bank shall evaluate the Technical Bids (including Eligibility Criteria) initially. Indicative Commercial Bids of Technically

qualified bidder will be opened at a later stage which will be advised to all the technically qualified bidders. Subsequently reverse auction will be conducted for the commercials based on the Total Cost of Ownership (for 5 years) as per Annexure-20.

22.1.6 **Adherence to Terms and Conditions**, The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. The bidder is required to put in a no deviation bid as per Annexure-16. 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.

## 22.2 Evaluation of Technical Bids

The Technical Bids opened will be evaluated by the Bank on the basis of following criteria -

- i) Completeness of the Technical bid (including eligibility criteria) in all respects and availability of all information/details.
- ii) Point to point conformity of the goods & services offered, to the Technical specifications provided in the RFP.
- iii) The Indicative Commercial offers (submitted physically) of only those Bidders, who are short-listed after technical evaluation, will be opened & Reverse auction for the commercials will be done based on the TCO cost. The Bidder quoting the lowest TCO cost (L1 Bidder) will be selected by the bidder & Notification of Award will be issued to the successful bidder
- iv) The Bank reserves the right to change any terms and condition of this RFP. The evaluation by the Bank will be undertaken by an appropriate committee of officials formed by Bank and its decision shall be final.
- v) The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include scrutiny of company profile, technical information of proposed setup and services and demonstration of proposed setup. . The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the Bank, the capability of services and support to be offered by Bidders. The Bidder should use their own tools/utilities/simulators to demonstrate the features laid in the RFP/evaluation criteria.

## 22.3 Evaluation of Commercial Bids

22.3.1 The Bidders who qualify after Technical evaluation will be allowed to participate in the reverse auction for finalizing the L1 Bidder

22.3.2 The Indicative commercial Bids of the technically qualified bidders (as per the preceding sections of this RFP), will be opened & evaluated by the Purchaser. Subsequently Allahabad Bank shall publish a date for the reverse auction to the technically qualified bidders. The guidelines for the reverse auction are mentioned in Annexure-18

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



- 22.3.4 The indicative commercial bid may be used for arriving at the ceiling price for the reverse auction. Bids quoting unrealistic prices for any of the solution will be rejected at the discretion of the bank. However Bank at discretion may also decide the starting bid for reverse auction.
- 22.3.5 In case, minimum one quote is received during the on-line commercial Reverse Auction process, the prices mentioned in indicative commercial bid (in physical form) submitted by the other technically qualified bidders will be treated as their final price during the commercial evaluation. The bidder will be finalized and selected as per laid down guidelines in the RFP/Tender document.
- 22.3.6 After the completion of reverse auction, the L1 bidder is required to provide the final commercial bids (FCB) within two days, matching the reverse auction price for commercial evaluation. The FCB will comprise of the Total cost of Ownership for Bank (TCO). The bidder with the lowest commercials will be declared successful L1 bidder and shall be awarded the contract/ order.
- 22.3.7 Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.
- 22.3.8 The Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained. Bank's decision on award of contract shall be final and binding on all Bidders.
- 22.3.9 Successful Bidder should provide with the price break up and detailed commercials within two working days, which should be duly signed and stamped by the authorized signatory of the Bidder.
- 22.3.10 Any variation between online reverse auction price and the signed document will be considered as sabotaging the tender process and will invite disqualification of Bidders to conduct business with Bank as per prevailing guidelines.
- 22.3.11 The Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process at any stage. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders

## **23. AWARD CRITERIA**

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

## **24. PERIOD OF VALIDITY OF THE BID**

Bids shall remain valid for 180 (One Hundred eighty) days after the date of Technical bid opening, prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its Bid Security.



**25. ADDRESS OF COMMUNICATION**

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

**26. EXERTING UNDUE INFLUENCE**

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

**27. SIGNING OF THE BID**

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

**28. COSTS OF PREPARATION & SUBMISSION OF BID**

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

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

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

**30. NO COMMITMENT TO ACCEPT ANY LOWEST OR ANY TENDER**

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

## SECTION C- GENERAL TERMS AND CONDITIONS OF CONTRACT

### **31. CONTRACT PERIOD**

The contract period for supply, installation, implementation and maintenance of Hardware, Software and other equipments will be for period of 5 Years from the date of acceptance with an option of extension period of two (02) Years. Bank shall have the option of terminating the contract during the contract period by giving a 3 month's notice.

### **32. AWARD OF CONTRACT**

#### **32.1 Notification to Award:**

The final decision on the vendor will be taken by the Bank. Before the expiry of the period of validity of the proposal, the Bank shall notify the successful Bidder in writing by registered letter or by fax or by hand-delivery or by e-mail, that its bid has been accepted and will issue Notification of Award (NoA). The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance as per Annexure-10 within Three (03) days of receipt of NoA from the bank and thereafter, enter into agreement / Contract within 15 days of date of notification of the Award & submit the required performance Bank Guarantee.

#### **32.2 Signing of Contract**

The notification of the award shall be followed by signing of the Contract. The Bidder should sign the Contract Form (Annexure-11). Bidder should implement the project as per agreed delivery & timelines. The signing of contract shall be completed within 15 days of receipt of notification of the award of bid.

#### **32.3 Discharge of Bid Security**

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

### **33. PAYMENT TERMS**

Selected Bidder will have to submit the documents at the Bank's office along with request letter for payment. Documents related to each Phase should be submitted for payment in single lot.

Terms of Payment will be as under:

- a. No advance payment will be made.
- b. Payment will be made in Indian Rupees only.
- c. All taxes to be paid will be subject to GST applicability. TDS will be applicable.

- d. If the GST paid by the Bank is not uploaded on tax authority's GST portal within a stipulated period, then the same will be deducted from the subsequent payments to the selected service provider.
- e. The Bank shall make payments to the selected vendor in accordance with the final commercial proposal.
- f. All hardware, system software, database, and related software etc should be maintained with back to back 24\*7 support from the respective OEMs by the Bidder till the end of contract period. All payments will be released after only after submission of proof for the same along with invoices, request for payment and other related documents.
- g. Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the user department/concerned offices where the purchased hardware and software have been delivered and implemented. Also the Bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

33.1 **Payment of Hardware Items:**

**60 % Payment:** 60% of the cost of Hardware shall be made on receipt of the specified goods at the site, and submission of relevant documents including PDI (Post Delivery Inspection) Report.

**30% Payment:** 30% of the cost of Hardware shall be made on successful installation, configuration and acceptance and Go-Live of operations.

**10% Payment:** 10% of cost of Hardware shall be after one (1) successful DR Drill.

33.2 **Payment of Software Items:**

**80 % Payment:** 80% of the cost of Software items/Licenses shall be made on receipt of the specified items at the site, and submission of relevant documents including PDI (Post Delivery Inspection) Report.

**10% Payment:** 10% of the cost of Software items/Licenses shall be made on successful installation, configuration and acceptance and Go-Live of operations.

**10% Payment:** 10% of cost of Software items/Licenses shall be after one (1) successful DR Drill.

33.3 **Payment of Facility Management Services:**

Year wise payment on arrear basis will be released.

33.4 **Payment of AMC/ATS/SA:**

Site-wise AMC/ATS/SA payments will be released on advance basis after submission necessary ATS/SA renewal documents from OEM.

**34. EXPENSES FOR THE CONTRACT**

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

### **35. FAILURE TO ABIDE BY THE AGREEMENT / CONTRACT**

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

### **36. PRICES**

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

### **37. PRICE DISCUSSION**

It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

### **38. NOTICES**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post, then on expiry of seven days from the date of posting.

### **39. SUCCESSFUL BIDDER'S INTEGRITY**

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

### **40. SUCCESSFUL BIDDER'S OBLIGATIONS**

- 40.1 The successful bidder is obliged to work closely with the bank's staff, act within its own authority and abode by the directives issued by the Purchaser and implementation activities.
- 40.2 The bidder is responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanours on their part or on the part of the Sub Contractors.
- 40.3 The Bidder will treat as confidential, all data and information about the bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

#### **41. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 41.1 The Bidder shall not, without the bank's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, Pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance.
- 41.2 The Bidder shall not, without the bank's prior written consent, make use or make copies etc. of any document or information except for purposes of performing the Contract.
- 41.3 Any document, other than the Contract itself shall remain the property of the bank and shall be returned (in all copies) to the bank on completion of the Bidders' performance under the Contract, if so required by the bank.

#### **42. PATENT RIGHT:**

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

#### **43. TERMINATION FOR DEFAULT:**

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

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

#### 44. CONTRACT TERMINATION/CANCELLATION:

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

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days within the contract period.
- d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the performance security as liquidated damages for the delay.
- e. If deductions on account of Liquidated Damages and / or Service Level Penalties reaches 20% of the total contract price.
- f. In case the selected Bidder fails to deliver the quantity/quality as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, The Bank reserves the right to get the balance contract (remaining work) executed by another party of its choice by giving three months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which The Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.

#### 45. CONSEQUENCES OF TERMINATION

- 45.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise. The Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and assist any other person / organization as may be selected by the Bank to take over the obligations in relation to the execution / continued execution of the scope of the Contract.
- 45.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank, the Bidder herein shall be obliged to provide all such assistance to any person / organization as may be required and as the Bank may specify including training, where the successor(s) is a representative / personnel of the Bank to enable the successor to adequately provide the Service(s) hereunder, even

where such assistance is required to be rendered for a reasonable period that may extend beyond the term / earlier termination hereof.

- 45.3 Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise.
- 45.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 45.5 Bidder shall hand over existing data along with the archival system to the Bank/ Bank's appointed SI as per required format at no additional cost to the Bank.

## 46. FORCE MAJEURE

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

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

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

## 47. CONFIDENTIALITY

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

- 47.1 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by THE BANK;
- 47.2 To only make copies as specifically authorized by the prior written consent of The Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

47.3 To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and to treat all Information as Confidential Information.

#### **48. EXECUTION OF NON-DISCLOSURE AGREEMENT**

The successful Bidder should execute Non-disclosure Agreement (NDA) as per Annexure- 7 within Twenty One (21) days from the date of Notification of Award.

#### **49. ARBITRATION**

49.1 The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Authorized Official of the Bank and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

49.2 In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

49.3 The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

49.4 The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

49.5 The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the



Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **50. JURISDICTION**

Arbitration proceedings shall be held in Kolkata, India.

#### **51. AUTHORIZED SIGNATORY**

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

#### **52. END OF SALES / END OF SUPPORT**

The Vendor has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 years from the date of issue of Notification of Award. In the event if any equipment supplied by the Vendor reaches end of support, within the period of contract, the Vendor has to replace the equipment at no additional cost to the Bank.

#### **53. CANCELLATION OF TENDER PROCESS**

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

#### **54. PUBLICITY**

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

## 55. CORRUPT OR FRAUDULENT PRACTICES:

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

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

AND

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

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

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

## SECTION D - SPECIAL CONDITIONS OF CONTRACT

### 56. INSPECTION AND ACCEPTANCE:

- 56.1 The Purchaser or its representative shall have the right to make Post-Delivery Inspection and/or Acceptance/Performance Test of the Goods to confirm their conformity to the requirements of the Purchaser, at no extra cost to the Purchaser. The inspection and testing will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option. The Purchaser shall notify the Bidder in writing of the identity of any representatives retained for these purposes.
- 56.2 Post delivery inspection of goods will be done at the specified locations where equipments are supposed to be supplied. Bidder should assist the purchaser or its representative in the aforesaid inspection. Should any inspected or tested Goods fail to conform to the specifications or found to be not in acceptable conditions, the Purchaser may reject them and the Bidder shall either replace the rejected Goods or make all alterations necessary to meet specification requirements without any additional cost to the Purchaser.
- 56.3 The acceptance/performance test will be performed after completion of installation and commissioning of all the machines at the site of installation. Complete hardware and/or Software, as specified in the Technical Bid, in line with scope of work and terms of the RFP, must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option. The acceptance will involve trouble-free operation for seven consecutive days at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Purchaser. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors/any other component attached to equipment, beyond permissible limit or any malfunction in the software etc. is expected to occur. The Bidder shall maintain necessary log in respect of the result of the test, to establish to the entire satisfaction of the Purchaser, the successful completion of the tests specified. An average uptime of 99% in case of equipment for the duration of test period shall be considered as acceptable.
- 56.4 In the event of hardware and software failing to pass the acceptance tests, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance tests, failing which the Purchaser reserves the right to get the equipment replaced by the Bidder at no extra cost to the Purchaser or to cancel the order and recall all the payments with interest at 15% per annum from the date of the respective payments till the time of actual receipt of refund.
- 56.5 Successful conduct and conclusion of the acceptance tests for the installed goods & equipment shall also be the sole responsibility and at the cost of the Bidder.
- 56.6 On successful completion of installation, commissioning, acceptability test, receipt of deliverables etc., and Bank is satisfied with the working on the system, the acceptance certificate (as mutually decided and approved by the Bank) signed by the successful Bidder and the representative of the Bank will be issued. The date on which such certificate

is signed shall be deemed to be the date of successful commissioning and Acceptance of the systems. **The start of warranty period of Hardware items will be considered from the date of acceptance of Hardware items.**

No additional charges shall be payable by the Bank for carrying out these acceptance tests.

## **57. MANUALS / DOCUMENTATION**

- 57.1 Before the products / systems are taken over by the Bank, the Supplier shall supply technical / systems Manuals for all the Systems supplied and for all required interfaces. Operation and maintenance Manuals for all the systems and applications covering the operations needed to start, run, other operations, transfer to fall back system / site including business continuity plan to be provided by the vendor. User manuals for all the models shall be provided by the vendor. The manuals shall be in English.
- 57.2 Unless and otherwise agreed the products and equipment shall not be considered to be complete for the purpose of taking over until such manuals have been supplied to the Bank.
- 57.3 The Supplier shall provide one set of Design Manual, System Manual, User manual and Security Manual for all the supplied products. The Supplier shall also provide one soft copy of each of the manuals. Soft and hard Copy Manuals shall be commensurate with number of installations of Products in the Bank.

## **58. INSURANCE**

All the equipments (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Allahabad Bank as the beneficiary, for an amount equal to 100% of the invoiced value of the goods on "all risks" basis (including SRCC clauses). The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to The Bank.

Should any loss or damage occur, the Selected Bidder shall:-

- i. Initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

## **59. TAXES AND DUTIES**

- 59.1 The Bidder will be entirely responsible to pay all taxes including GST, corporate tax and income tax, duties, license fees, octroi, road permits etc. in connection with delivery of goods at site including incidental services and commissioning.
- 59.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force. Nothing in

the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

59.3 GST, Octroi / Entry Tax / equivalent local authority cess, applicable shall be paid / reimbursed on actual basis on production of bills. Further, receipts of such payments made to relevant authorities must be produced for Octroi / Entry Tax / equivalent local authority cess. The Bank will not pay any other taxes, cost or charges. In case of any discrepancies found in filing of the tax returns to respective tax authorities, due to which Bank is unable to get the CENVAT credit, the Bank shall deduct the discrepant tax amount from the subsequent payments.

## 60. INDEMNITY

60.1 The Bidder hereby indemnifies Bank, and shall always keep indemnified and hold Bank, its employees, personnel, officers, directors, representatives (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against Bank as a result of:

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

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

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

- 60.4 On its part, the Bank will promptly relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
- 60.5 The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software as well. Software offered must be licensed and original.
- 60.6 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

## **61. BIDDER'S LIABILITY**

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

## **62. MINIMUM WAGES**

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. Bidder should submit confirmation for Government Rules relating to Minimum wages as per Annexure-16.

## **63. CONFLICT OF INTEREST**

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

#### **64. OWNERSHIP AND RETENTION OF DOCUMENTS**

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

#### **65. COMPLIANCE WITH LAWS**

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

## E. ANNEXUREs

### **ANNEXURE-1 (BID FORM)**

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

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

Dear Sir,

Sub: Your RFP for Supply, Installation, Implementation and Maintenance of Hardware ,Software etc of RTGS,NEFT AND CCIL Setup in Allahabad Bank.

*RFP Ref No. HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019*

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Supply, Installation, Implementation and Maintenance of Hardware, Software etc of RTGS, NEFT AND CCIL Setup in Allahabad Bank in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Bid by the Bank we undertake to Supply, Installation, Implementation and Maintenance of Hardware ,Software etc of RTGS,NEFT AND CCIL Setup in Allahabad Bank as per your Notification of Award in line with the scope of work and terms conditions laid out in the RFP.

In the event of our selection by the Bank for Supply, Installation, Implementation and Maintenance of Hardware, Software etc of RTGS, NEFT AND CCIL Setup we will submit a Performance Bank Guarantee for a sum equivalent to 10% of the TCO as per Annexure 6 to the bank valid for a period of five years + 180 days in favour of Allahabad Bank. In case of the expiry of PBG within contract period, we shall furnish a fresh PBG.

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

Further we confirm Bank that we have proposed the goods & services as per the requirement of the RFP. However if sizing/compliance of any items/services is found to be inadequate during the contract period in comparison to RFP requirements and SLAs etc. then we will provide/upgrade/comply the same at no cost to the Bank.



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

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

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

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

DD / PO No. Dated .... for Rupees 15,000/- (Rupees Fifteen Thousand only) issued by .....Bank, Branch in favour of Allahabad Bank, on .....(date), payable at Kolkata as Cost of RFP Document & Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs.9,50,000/- (Rupees Nine Lakh Fifty Thousand Only) issued by .....Bank .....Branch, in favour of Allahabad Bank, as BID SECURITY.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

-----

(Signature)

*Seal and Signature of Authorized Signatory*

-----

(Name & Designation)

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

**ANNEXURE-2 (MASKED COMMERCIAL BID FORMAT)**

RFP Ref No. HO/DIT/PGREFRESH/2018-19/121 Dated 07.02.2019

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

**(To be included in Technical Bid)**

Masked Bill of Material without price information for Supply, Installation, Implementation and Maintenance of Hardware, Software etc of RTGS, NEFT AND CCIL Setup in Allahabad Bank should be submitted in the format mentioned in Annexure-20: Commercial Bid.

Bidder has also needs to submit Technical Bill of Material as per Annexure-22, along with technical bid documents.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

-----

(Signature)



*Seal and Signature of Authorized Signatory*

-----

(Name & Designation)

**ANNEXURE-3 (INDICATIVE COMMERCIAL BID)**

RFP Ref No. HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

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

**(To be included in Technical Bid in sealed envelope)**

Indicative Commercial Bill of Material with price information for Supply, Installation, Implementation and Maintenance of Hardware, Software etc of RTGS, NEFT AND CCIL Setup in Allahabad Bank should be submitted in the format mentioned **Annexure-20: Commercial Bid**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

-----

(Signature)



*Seal and Signature of Authorized Signatory*

-----

(Name & Designation)

## ANNEXURE-4 (COMPLIANCE TO ELIGIBILITY CRITERIA OF BIDDERS)

RFP Ref No. HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

(To be submitted on Company's Letter Head)

<<Name of the Bidder>>

Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank	Bidders Response
1.	Bidder should be a Registered entity / Company in India for a minimum period of 5 (five) years. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into account.	Copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted.	
2.	Bidder should have an average annual turnover of more than INR 25 Crore in each of the last three financial year (i.e. 2015-16, 2016-17, 2017-18). Further, their net worth & net profit should be positive in the last financial years i.e. 2017-18.  This must be the individual company turnover and not of any group of companies/subsidiaries.	Audited Balance sheets and Profit & Loss statements for the financial years 2015-16, 2016-17, 2017-18 along with the certificate duly certified by the Chartered Accountant and details as per Annexure – 19	
3.	The bidder should be the Original Equipment Manufacturer (OEM) or certified / authorized agent of the proposed hardware /software etc.	Letter from the OEM authorizing the bidder to participate in the RFP should be submitted as per Annexure-24  In case OEM is directly participating self declaration has to be provided by OEM.	
4.	The Bidder should have experience of managing (atleast one year) or implementing IBM MQ Web Sphere in any one of the following setups in at least one Scheduled Commercial Banks (excluding RRBs/ Co-operative Bank) with more than 1000 branches in India within last three years.  1. RTGS setup 2. NEFT Setup 3. SWIFT setup	Documentary proof from the concerned organization for having implemented or maintaining the solution as per the referred clause is to be submitted.	
5.	The bidder should have experience of supply, Installation, Maintenance of following items to PSUs /	Documentary proof from the concerned organization for having	

Sr. No.	Eligibility Criteria	Documentary Evidence to be submitted to the bank	Bidders Response
	<p>Scheduled Commercial Banks during last five (5) years.</p> <ol style="list-style-type: none"> <li>1. Servers (with atleast 4 Cores) – Min 10</li> <li>2. SAN Switch- Min 5</li> <li>3. San Storage – Min 10 TB</li> </ol> <p>Further bidder should have experience of implementation or maintenance of following items to PSUs / Scheduled Commercial Banks during last five (5) years.</p> <ol style="list-style-type: none"> <li>1. Oracle Database- Min 10 Core License</li> <li>2. IBM MQ Web sphere- Min 1000 PVU</li> </ol>	<p>implemented or maintaining the solution and is currently in use is to be submitted. Customer credential to be submitted.</p>	
6.	<p>The Bidder should not have been debarred/blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions in last 3 years.</p>	<p>Bidder should submit an Undertaking (To be submitted as Annexure -16).</p>	
7.	<p>Bidder should not be owned or controlled by any Director or Employee (or relatives) of Allahabad Bank.</p>	<p>Self-Declaration by Bidder/OEM on the company's letter head is to be submitted.</p>	
8.	<p>The Bidder should have service support Centre in Mumbai and Lucknow.</p>	<p>Self declaration as per Annexure-13</p>	
9.	<p>Bidder company should have valid ISO 9001 certification.</p>	<p>Copy of the relevant document</p>	
10.	<p>The Items proposed should not be due for declaration of End of Sale within 3 years of last date of submission of Bid.</p> <p>Further proposed Items should not be due to reach End of Support within Seven (07) years from the last date of submission of Bid.</p>	<p>OEM's Undertaking on company letter head signed by authorized signatory of the OEM, clearly mentioning about the confirmation of End of sale and End of Support.</p>	

Place: \_\_\_\_\_

Date: \_\_\_\_\_

-----

(Signature)

*Seal and Signature of Authorized Signatory*

-----

(Name & Designation)

**ANNEXURE-5 (BANK GUARANTEE FOR BID SECURITY)**  
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

Bank Guarantee No:

Date:

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

WHEREAS \_\_\_\_\_ (hereinafter called "the bidder") has submitted its bid for Supply, Installation, Implementation and Maintenance of Hardware, Software etc of RTGS, NEFT AND CCIL Setup for Allahabad Bank in response to Allahabad Bank's Request for Proposal (RFP) No. Ref. No.: HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019 (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 the registered office of the Bank situated within the territorial limits of India) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK , a body corporate constituted under the Banking Companies(Acquisition and Transfer of Undertaking) Act, 1970 and having its corporate office at 2, N.S. Road, Kolkata 700001 (hereinafter called "the Purchaser" or "Beneficiary") in the sum of Rs.9,50,000/- (Rupees Nine Lakh Fifty Thousand Only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of Technical bid); or
2. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
3. If the bidder, having been notified of the acceptance of its bid by the Bank and the bidder during the period of bid validity :
  - (i) fails or refuses to execute the Notification of Award issued; or
  - (ii) fails or refuses to execute the Contract Form in the form and manner to the satisfaction of THE BANK; or
  - (iii) fails or refuses to perform, in accordance with the Terms & Conditions of the RFP or Contract; or
  - (iv) fails or refuses to furnish the Performance Guarantee, in the form and manner to the satisfaction of THE BANK

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

This guarantee will remain in force 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 of 180 + 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 up to \_\_\_\_\_ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

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-6 (FORMAT FOR PERFORMANCE BANK GUARANTEE)

(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

Bank Guarantee No.

Date:

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

WHEREAS \_\_\_\_\_ (hereinafter called "the bidder") has submitted its bid for Supply, Installation, Implementation and Maintenance of Hardware ,Software etc of RTGS,NEFT AND CCIL Setup of RBI Payment Gateway (Data centre & Disaster Recovery Setup) for Allahabad Bank in response to Allahabad Bank's Request for Proposal ( RFP ) Ref. No.: HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019 (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 the registered office of the Bank situated within the territorial limits of India) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK , a body corporate constituted under the Banking Companies(Acquisition and Transfer of Undertaking) Act, 1970 and having its corporate office at 2, N.S. Road, Kolkata 700001 (hereinafter called "the Purchaser" or "Beneficiary") in the sum of ----- (10% of TCO Cost) 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:

**"If the bidder, having been notified, by the purchaser, as selected for supply, installation, implementation & maintenance , during the period of contract fails to supply / provide goods or perform its obligations in accordance with the aforesaid RFP and Contract. "**

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

This guarantee will remain in force up to 5 years+ 6 months from the date of issue of Notification of Award i.e. up to \_\_\_\_\_(mention date of expiry), 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 up to \_\_\_\_\_ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and

(B) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

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 -7 (NON-DISCLOSURE AGREEMENT)**  
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

**RFP Ref No:** HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

THIS AGREEMENT made and entered into at Kolkata on this the \_\_\_ day of \_\_\_\_\_2019 Between ALLAHABAD BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at 2, Netaji Subhas Road, Kolkata – 700001, hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns **of the One Part**

**AND**

M/s ..... a company registered under the Companies Act having its registered office at ....., Hereinafter called the "Bidder" 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 various banking operations.

M/s ..... has been selected by Bank for supply, installation, implementation and maintenance of Hardware ,Software etc of RTGS,NEFT AND CCIL Setup for Allahabad Bank against the above-referred RFP.

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 { which is confirmed in writing within fifteen days of such "oral disclosure" } 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 permitted in this agreement. 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 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 Bidder, 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 Bidder 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.

Either Party 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 other Party.

Either Party 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 Bidder will indemnify the Bank against all actions, proceedings, Claims, suits, damages and any other expenses for causes attributable to Bidder in connection with purchase of Hardware/software/goods under this contract.

#### **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 Conciliation 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. ....



**ANNEXURE- 8 (AUTHORIZATION LETTER)**

**(On the Organization's Letter Head)**

To:

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

Dear Sir,

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

Ref: Your RFP Ref. No: HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

This has reference to your above RFP for Supply, Installation, Implementation and Maintenance of Hardware, Software etc of RTGS,NEFT AND CCIL Setup in Allahabad Bank we hereby authorize Mr. / Ms. \_\_\_\_\_ to attend the Pre-Bid Meeting / Bid opening & to discuss with you on the subject RFP on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_ Specimen Signature of Mr. /Ms.

-----  
Signature of Authorizing Authority

-----  
Name & designation of Authorizing Authority

Attested Photograph  
of the Authorized  
representative

-----  
Name and designation of Attesting Authority

Place:

Date:

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

**ANNEXURE-9 (PRE BID QUERY FORMAT)**

(On the Organization's Letter Head)

**RFP Ref No:** HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

Sl. No	Page no. of RFP	Clause/section No.	RFP Text/Clause	Bidder's Query	Reason for the change

Yours faithfully,  
Authorized Signatory  
Name:  
Designation :

Company's Stamp / Seal

Date:



**ANNEXURE - 10 (NOTIFICATION OF ACCEPTANCE)**  
**(On the Organization's Letter Head)**

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

Date:

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

Dear Sir/ Madam,

Subject: Response to RFP Ref No: HO/DIT/PGREFFRESH/2018-19/121 dated: 07.02.2019

REF: Your Letter No: - \_\_\_\_\_ Date \_\_\_\_\_.

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

Signature of Authorised Person (Seal)

**ANNEXURE - 11 (CONTRACT FORM)**  
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

CONTRACT NUMBER:

THIS AGREEMENT is made at Kolkata this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Between ALLAHABAD BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertaking) Act, 1970 and having its Head Office at 2, Netaji Subhas Road, Kolkata – 700 001 hereinafter referred to as " Bank / Purchaser" (which expression shall unless repugnant to the context herein shall mean and include its successors in business and assigns) of the ONE PART and \_\_\_\_\_ (Name of the Bidder), a company incorporated under the provisions of Companies Act, 1956 and having its registered office at \_\_\_\_\_, India herein after referred to as "Supplier/Bidder/ Vendor" (which expression shall unless repugnant to the context herein shall mean and include its successors in business and assigns) of the OTHER PART:

WHEREAS the Bank invited bids from reputed organizations for Supply, Installation, Implementation and Maintenance of Hardware, Software etc of RTGS,NEFT AND CCIL Setup of RBI Payment Gateway (Data centre& Disaster Recovery Setup) in Allahabad Bank as per the scope of RFP (also called as "goods & services") for a period of Five years and the vendor has agreed to provide & maintain the said goods & services and Bank has accepted the bid by the bidder, received in response to request for proposal (RFP) bearing RFP Ref No: HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019 at a total cost of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_) for 5 years (hereinafter referred as "the contract price"). This cost is inclusive of all the cost & taxes (except GST) for the Goods/ Services/AMC/ATS/FM etc as per the scope of the RFP for 5 Years.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents attached hereto shall be deemed to form and be read and construed as part of this Agreement, viz.:

- The RFP Ref. HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019 and subsequent addendums etc.
- The Technical and commercials bids submitted by the bidder and subsequent amendments, if any, made into it as accepted by the bank.
- Bid Form and Conformity/Undertaking letter (*Annexure-1& 16 of the RFP*)
- Scope of work, Service Level Agreements, Payments terms, LD clauses etc. of the RFP & its amendments (if any) are the part of this contract form
- Additional terms or documents, if any.
- The Bank's Notification of Award for the contract & Selected Bidder's Notification of Acceptance

In consideration of the payments to be made by the Bank to the bidder, the vendor hereby covenants with the Bank to provide the goods and services as per the RFP Ref. HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019 to remedy defects therein, if any, in conformity in all respects with the provisions of the contract.

The Bank hereby covenants to pay the vendor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract 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.

Notwithstanding anything contained in this Agreement, in case of any conflict between the terms mentioned in this Agreement and RFP document and its subsequent Addendums, the terms and conditions of the RFP document and its subsequent Addendums will prevail over.

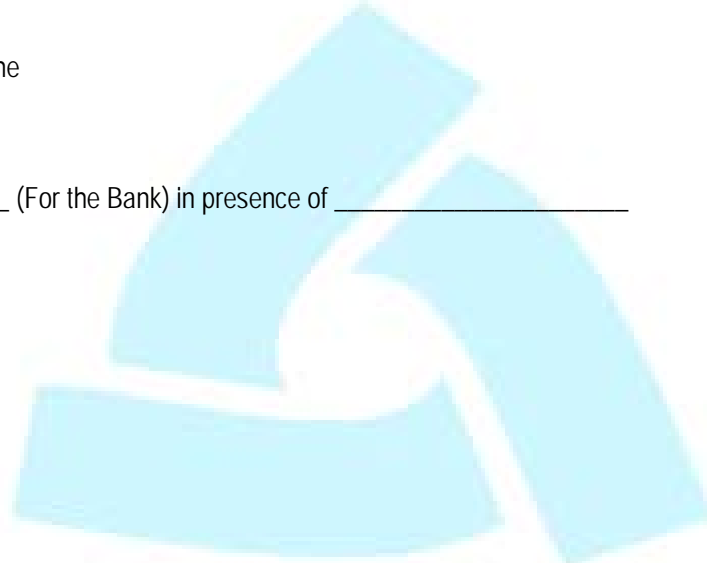
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For Vendor) in presence of \_\_\_\_\_

Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For the Bank) in presence of \_\_\_\_\_



## ANNEXURE-12 (BIDDER'S INFORMATION)

RFP Ref. No. HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

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

1. Bidder's Name :

2. Constitution and year of establishment :

3. Registered Office/Corporate office Address :

4. Mailing Address :

5. Name and designations of the persons  
authorized to make commitments to the Bank :

6. Telephone, Fax, e-mail :

7. Name & Addresses of Directors/Promoters:

8. Description of business, service profile & client profile :

9. Gross annual turnover of the bidder (Amt. in lac):

(Not of the Group) -

Year 2015-16 -

Year 2016-17 -

Year 2017-18 -

10. Net Worth of the bidder (Amt. in lac) :

(Not of the Group) -

Year 2015-16 -

Year 2016-17 -

Year 2017-18 -

11. Details of projects implemented & Managed by the Bidder:

Sr No	Project Details	Name of the Organisation	Brief description of scope of work & other details

### DECLARATION

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

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

Place :

Date:

SEAL (Authorized Signatory)

## ANNEXURE- 13 (DETAILS OF SERVICE SUPPORT CENTRES)

RFP Ref. No. HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

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

We have service support centre at the following locations across India.

Sl. No.	Location	Complete Address	Name of Contact Persons along with Phone No, Fax No, and E-mail Address	Service facilities available	No. of engineers/ staff
1					
2					
3					
4					
5					

Date:

Signature with seal:

Name and Designation:

**ANNEXURE- 14 (ESCALATION MATRIX)**  
(To be submitted on the letter head of the Bidder)

**SUB:** Supply, Installation, Implementation and Maintenance of Hardware, Software etc of RTGS,NEFT AND CCIL Setup in Allahabad Bank.

RFP Ref : HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

Name of the Company:

**Delivery Related Issues:**

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

**Service Related Issues:**

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

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

Date

Signature with seal :

Name and designation :

**ANNEXURE- 15 ( UNDERTAKING OF AUTHENTICITY OF ITEMS)**

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

**SUB: RFP for Supply, Installation, Implementation and Maintenance of Hardware ,Software etc of RTGS,NEFT AND CCIL Setup in Allahabad Bank.**

**RFP Ref No. : HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019**

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

Ref: Your Notification of Award No.\_\_\_\_\_ Dated\_\_\_\_\_

With reference to the hardware & software items supplied to you vide your order Cited above, We hereby undertake that all the components / parts /assembly / software used in the items shall be original new components/parts/ assembly /software only, from OEM of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation, if required by Bank. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back Hardware/Software without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of Parts related to hardware, software etc. and Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Company's Stamp / Seal

Date:

**ANNEXURE - 16 (CONFORMITY/UNDERTAKING LETTER)**

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

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

Dear Sir,

**Supply, Installation, Implementation and Maintenance of Hardware ,Software etc of RTGS,NEFT AND CCIL Setup**

**RFP Ref. No. : HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019**

With reference to our bid submitted in response to the Request for Proposal and subsequent clarifications (*Bank's tender RFP Ref. No. : HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019 hereinafter referred to as "RFP"*) issued by Allahabad Bank ("Bank") we hereby covenant, warrant and confirm as follows:

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

**Document Correctness:**

We certify that the information furnished herein and as per the documents submitted (hardcopy and softcopy) is true and accurate and nothing has been concealed or tampered with. We further certify that the contents of the softcopy are same as those provided in the hardcopy. We have gone through all the conditions of RFP document and are liable to any punitive action for furnishing false information / documents.



Further, we certify that we have not made any modifications in the original copy of RFP (and addendums, if any) which is duly signed, stamped and submitted as a part of the Technical Bid.

**Legal:**

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

**Not Blacklisted:**

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

**No Deviation:**

We have submitted a no deviation bid and unconditionally accept all requirements, payment terms, SLAs and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by Allahabad Bank pertaining to Supply, Installation, Implementation and Maintenance of HARDWARE, SOFTWARE ETC OF RTGS, NEFT AND CCIL SETUP IN ALLAHABAD BANK. Any assumption or exclusion submitted by us in the proposal which is contradictory to the RFP stands null and void.

**Know Your Employee (KYE)**

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

**Minimum Wages**

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

imposes a penalty towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

Place:

Date:

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



## ANNEXURE - 17 (LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION)

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

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

### Sub: LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION

RFP Ref. No. – HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

1. We \_\_\_\_\_ (name of the company) have submitted our bid for participating in Bank's above referred RFP for supply, Installation, Implementation and Maintenance of Hardware, Software etc of RTGS, NEFT AND CCIL Setup of RBI Payment Gateway (Data centre & Disaster Recovery Setup) in Allahabad Bank
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company as a single point of contact for the Reverse Auction Process.
4. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
5. We, hereby confirm that we will honor the Bids placed by us in the auction process, failing which Bank shall forfeit our EMD (Bid security). We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.
6. Further we agree to provide the detailed breakup of the commercial, as per the Banks requirement, latest by next day 05:00PM, post completion of reverse auction process.

Signature of Competent Authority with company seal

Name of Competent Authority

Company / Organization

Designation within Company / Organization

Date

Name of Authorized Representative

Designation of Authorized Representative

Signature of Authorized Representative

Verified above signature

Signature of Competent Authority

Date

## **ANNEXURE - 18 (BUSINESS RULES FOR REVERSE AUCTION)**

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

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

### **1. APPLICABILITY:**

- 1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2. All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format, as per Annexure-18.
- 1.3. Any vendor not willing to submit such undertaking shall be disqualified for further participation respecting the RFP Process.

### **2. ELIGIBILITY:**

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

### **3. COMPLIANCE/CONFIRMATION FROM VENDORS**

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

- 3.1. Acceptance of Business Rules for Reverse Auction and undertaking (Annexure-18).
- 3.2. Agreement between service provider and vendor, if deemed necessary by the Bank. (This format will be given by the service provider prior to announcement of Reverse Auction.)
- 3.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure-17.

### **4. TRAINING:**

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

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

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

#### **6. DATE/TIME OF REVERSE AUCTION:**

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

#### **7. CONDUCT OF REVERSE AUCTION:**

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

#### **8. TRANSPARENCY IN BIDS:**

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

#### **9. MASKING OF NAMES:**

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

#### **10. START PRICE & DECREMENTAL BID VALUE:**

Bank shall determine the start price either on its own or through asking for information of price band on TCO from each vendor at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by vendors, Bank would determine the start price for reverse auction. However bank at its discretion may fix the start price value at its own. The decrement value (i.e. a fixed value by which the bidders will decrease their bid price during auction and every reduction will be in multiple of Decrement Value) shall be fixed within range of 0.25% to 2% of the Ceiling Price (Start Price) .

#### **11. REVERSE AUCTION PROCESS:**

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

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

- 11.2. In case, minimum one quote is received during the on-line commercial Reverse Auction process, the prices mentioned in indicative commercial bid (in physical form) submitted by the other technically qualified bidders will be treated as their final price during the commercial evaluation. The bidder will be finalized and selected as per laid down guidelines in the RFP/Tender document.
- 11.3. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

## **12. EXPENDITURE ON REVERSE AUCTION:**

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

## **13. CHANGES IN BUSINESS RULES:**

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

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

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

## **15. GRIEVANCES REDRESSAL:**

- 15.1. Any aggrieved vendor / bidder of Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

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

## 16. ERRORS AND OMISSIONS:

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

## 17. Web Portal and Access

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- Bidders will be participating in Reverse Auction event from their own office/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of their internet connectivity (due to any reason what so ever it may be) the service provider or Bank is not responsible.
- In order toward-off such contingent situation,
  - Bidders are advised to make all the necessary arrangements/ alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
  - However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
  - Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction.
  - On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.
  - Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
  - For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event (if required). Without this Bidder will not be eligible to participate in the event.

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

Signature of Competent Authority with company seal

Name of Competent Authority

Company / Organization

Designation within Company / Organization

Date





## ANNEXURE - 19 ( BIDDER'S FINANCIAL STATUS)

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

RFE Ref. No. : HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

Name of the Bidder Company / Firm: \_\_\_\_\_

### Details of turnover and profit for last three years:

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

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

Certified By:  
(Chartered Accountant)

Seal & Signature of authorized signatory  
(For Bidder)

Place:

Date:

**ANNEXURE 20 (COMMERCIAL BID)**  
(To be submitted on the letter head of the Bidder)

Ref. No.

Dated .....

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

Dear Sir,

Commercial Proposal for RFP Ref. No. -HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

With reference to the above RFP, having examined and understood the instructions, terms and conditions, scope of work etc. of RFP, we hereby submit our Commercial offer for of Allahabad Bank for the entire contract period.

Cost of Hardware (Table-I)			(Amount in Rupees)			
S.No	Description	Qty	Unit Price (with three years warranty)	AMC Cost of each unit for year-4	AMC Cost of each unit for year-5	Total Cost for 5 years
		A	B	C	D	$E=A*(B+C+D)$
1	Server Type A (Intel Dual Processor Server with 6 Core)	2				
2	Server Type B (Intel Single Processor Server with 6 Core)	4				
3	Server Type C (Intel Single Processor Server with 4 Core)	2				
4	LTO Tape Drive	1				
5	SAN Switch	3				
6	SAN Storage	2				
7	Backup Solution (including Hardware, Software etc)	1				
8	Rack	2				
9	Others (if any)					
<b>Total (I)</b>						

Cost of Software (Table-II)			(Amount in Rupees)					
S. No	Description	Qty	Unit Cost with 1 <sup>st</sup> year AMC/ATS/SA	Year-2 Unit AMC/ATS/SA Cost	Year-3 Unit AMC/ATS/SA Cost	Year-4 Unit AMC/ATS/SA Cost	Year-5 Unit AMC/ATS/SA Cost	Total Cost
		A	B	C	D	E	F	$G=A*(B+C+D+E+F)$
1	Microsoft Windows Server 2012 R2 OS	8						
2	New IBM MQ Advanced Licenses (in PVU)	1400 PVU						
3	ATS of old IBM MQ Licenses (in PVU)	1400 PVU						
4	Others (if any)							
<b>Total (II)</b>								

Other Costs (Table-III)		(Amount in Rupees)					
S. No	Description	Year-1 Cost	Year-2 Cost	Year-3 Cost	Year-4 Cost	Year-5 Cost	Total Cost
		A	B	C	D	E	$F=A+B+C+D+E$
1	Facility Management Cost						
2	Others (if any)						
<b>Total (III)</b>							
<b>Grand Total (Table I+II+III)- Total Cost of Ownership</b>							

**Note:**

1. The above offered price is inclusive of all cost & taxes but exclusive of only GST.
2. The above cost includes delivery, installation, insurance and all the other auxillary items/licenses etc required as per the RFP.
3. Further the costs indicated above are final and we, the Bidder, agree to provide the goods & services as detailed in the Bank's "Request for Proposal" for the entire contract period with no additional cost to Bank.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Company's Stamp / Seal

Date:

## ANNEXURE - 21 (TECHNICAL SPECIFICATIONS OF ITEMS)

RFP Ref. No. - HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

Note: Bidder has to provide its exact offer in the "Technical Specifications offered" Column. Filling of the information using terms such as "OK", "Accepted", "Complied", "Noted", "As given in Brochure/ manual" is not acceptable under "Technical Specifications offered" column.

### ITEM 1 (SERVER TYPE –A)

Sl. No	Parameter	Minimum Technical Specifications Required	Technical Specifications offered	Complied (Y/N)
1	Make & Model	Make and Model of the Server proposed		
2	Form Factor	Maximum 2U Rack Mountable		
3	Processor	2 * (Intel Xeon® Scalable Gold 6128 Processor, 3.4 Ghz, 6 cores or higher processor)		
4	Chipset	Intel C621 chipset or higher		
5	Memory	96 GB (2666MHz or higher) DDR4 Advanced ECC with multi-bit error protection. Server should support atleast 24 Memory slots		
6	Cache	19.25 MB L3		
7	Controller	Integrated or PCI-e RAID controller.		
8	HDD	4 x 900GB 15K Hot-swappable SAS drives		
9	HDD Bays	Up-to 8 bays (SAS , SATA, SSD) for 2 CPU configuration		
10	RAID	PCIe 3.0 based 12 Gb/s RAID controller supporting RAID levels 0, 1, 5, 6, 10		
11	Expansion Slots	At least 6 free PCI Express 3.0 slots in 2 CPU config, (excluding Network Daughter Card or dedicated RAID slot, if any)		
12	Interfaces	4 USB ports, 1 Video, 1 Serial		
13	Network Adapters	2 x dual port 1Gb BaseT adapters in redundant configuration. Should support advanced features such as TCP segmentation offload, VLAN tagging, MSI-X, Jumbo frames, IEEE 1588, and virtualization features such as VMDQ.		
14	DVD Writer	Internal slim-line DVD-RW		
15	Power Supply	Minimum 2 x 750 W Redundant Power Supply (Platinum) with necessary power cables/cords		
16	Fans	Redundant hot-pluggable system fans.		

17	Certification and industry standards compliant	The offered model must be listed in tpc.org or spec.org. Necessary documentary evidence must be submitted in support.		
18	Certification and industry standards compliant	Certified for Microsoft Windows. ACPI 2.0b Compliant PCIe 3.0 Compliant, USB 3.0 Support, The offered server model should be certified for at-least all three certificates (UL, FCC, ROHS).		
19	Systems Management and diagnostics	System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should have support for multifactor authentication. Server should support agent-less management using the remote management port		
20	Security	<p>Provide effective protection, reliable detection &amp; rapid recovery from cyber attacks using the following:</p> <ul style="list-style-type: none"> <li>- Silicon-based Hardware Root of Trust</li> <li>- Signed firmware updates</li> <li>- Secure default passwords</li> <li>- Configuration and firmware drift detection</li> <li>- Persistent event logging including user activity</li> <li>- Secure alerting</li> <li>- Automatic BIOS recovery</li> <li>- Rapid OS recovery</li> <li>- Secure system erase</li> </ul> <p>Should protect against firmware which executes before the OS boots</p> <p>Configuration upgrades should be only with OEM's cryptographically signed firmware and software</p> <p>System lockdown feature to prevent change (or "drift") in system firmware image(s) &amp; prevent malicious modification of server firmware</p>		
21	Intrusion alert	Intrusion alert in case chassis being opened		
22	Operating Systems and Virtualization Software Support	OS - Microsoft Windows Server, Red Hat Enterprise Linux (RHEL), SUSE Linux, Enterprise Server (SLES), UNIX. Virtualization: VMware, Microsoft, RedHat.		

23	Fiber Channel HBA Connectivity	Dual port 16 Gbps FC HBA adapter with required LC cables		
24	Warranty & AMC	3 years onsite warranty and 2 years AMC. Offered server should carry direct warranty/AMC support from OEM (24x7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document. Further it should cover service and spares support for 5 years.		
25	Technical Support from OEM.	Brochure & specifications sheets for the quoted model should be available in the public domain. Drivers should be available		
26	Integration	Integration to be adequately done with proposed San Switch, SAN Storage etc.		

## ITEM 2 (SERVER TYPE -B)

Sl. No	Parameter	Minimum Technical Specifications Required	Technical Specifications offered	Complied (Y/N)
1	Make & Model	Make and Model of the Server proposed		
2	Form Factor	Maximum 2U Rack Mountable		
3	Processor:	Single Intel Xeon® Scalable Gold 6128 Processor, 3.4 Ghz, 6 cores or higher processor		
4	Chipset	Intel C621 chipset or higher		
5	Memory	96 GB (2666MHz or higher) DDR4. Advanced ECC with multi-bit error protection. Server should support atleast 24 Memory slots		
6	Cache	19.25 MB L3		
7	Controller	Integrated or PCI-e RAID controller.		
8	HDD	4 x 900GB 15K Hot-swappable SAS drives		
9	HDD Bays	Up-to 8 bays (SAS , SATA, SSD) for 2 CPU configuration		
10	RAID	PCIe 3.0 based 12 Gb/s RAID controller supporting RAID levels 0, 1, 5, 6, 10		
11	Expansion Slots	At least 6 free PCI Express 3.0 slots in 2 CPU config, (excluding Network Daughter Card or dedicated RAID slot, if any)		
12	Interfaces	4 USB ports, 1 Video, 1 Serial		
13	Network Adapters	2 x dual port 1Gb BaseT adapters in redundant configuration. Should support advanced features such as TCP segmentation offload, VLAN tagging, MSI-X, Jumbo frames, IEEE 1588, and virtualization features such as VMDQ.		
14	DVD Writer	Internal slim-line DVD-RW		

15	Power Supply	Minimum 2 x 750 W Redundant Power Supply (Platinum) with necessary power cables/cords		
16	Fans	Redundant hot-pluggable system fans.		
17	Certification and industry standards compliant	The offered model must be listed in tpc.org or spec.org. Necessary documentary evidence must be submitted in support.		
18	Certification and industry standards compliant	Certified for Microsoft Windows. ACPI 2.0b Compliant PCIe 3.0 Compliant, USB 3.0 Support, The offered server model should be certified for at least all three certificates (UL, FCC, ROHS).		
19	Systems Management and diagnostics	System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should have support for multifactor authentication. Server should support agent-less management using the remote management port		
20	Fiber Channel HBA Connectivity	Dual port 16 Gbps FC HBA adapter with required LC cables		
21	Security	<p>Provide effective protection, reliable detection &amp; rapid recovery from cyber attacks using the following:</p> <ul style="list-style-type: none"> <li>- Silicon-based Hardware Root of Trust</li> <li>- Signed firmware updates</li> <li>- Secure default passwords</li> <li>- Configuration and firmware drift detection</li> <li>- Persistent event logging including user activity</li> <li>- Secure alerting</li> <li>- Automatic BIOS recovery</li> <li>- Rapid OS recovery</li> <li>- Secure system erase</li> </ul> <p>Should protect against firmware which executes before the OS boots Configuration upgrades should be only with OEM's cryptographically signed firmware and software System lockdown feature to prevent change (or "drift") in system firmware image(s) &amp; prevent malicious modification of server firmware</p>		
22	Intrusion alert	Intrusion alert in case chassis being opened		
23	Operating Systems and Virtualization Software Support	OS – Microsoft Windows Server, Red Hat Enterprise Linux (RHEL), SUSE Linux, Enterprise Server (SLES), UNIX. Virtualization: Vmware, Microsoft, RedHat.		

24	Warranty & AMC	3 years onsite warranty and 2 years AMC. Offered server should carry direct warranty/AMC support from OEM (24x7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document. Further it should cover service and spares support for 5 years.		
25	Technical Support from OEM.	Brochure & specifications sheets for the quoted model should be available in the public domain. Drivers should be available		
26	Integration	Integration to be adequately done with proposed San Switch, SAN Storage etc.		

### ITEM 3 (SERVER TYPE -C)

Sl. No	Parameter	Minimum Technical Specifications Required	Technical Specifications offered	Complied (Y/N)
1	Make & Model	Make and Model of the Server proposed		
2	Form Factor	Maximum 2U Rack Mountable		
3	Processor:	Single Intel Xeon® Scalable Gold 5122 Processor, 3.6 Ghz, 4 cores or higher processor		
4	Chipset	Intel C621 chipset or higher		
5	Memory	96 GB (2666MHz or higher) DDR4. Advanced ECC with multi-bit error protection. Server should support atleast 24 Memory slots		
6	Cache	16.5 MB L3		
7	Controller	Integrated or PCI-e RAID controller.		
8	HDD	4 x 900GB 15K Hot-swappable SAS drives		
9	HDD Bays	Up-to 8 bays (SAS , SATA, SSD) for 2 CPU configuration		
10	RAID	PCIe 3.0 based 12 Gb/s RAID controller supporting RAID levels 0, 1, 5, 6, 10		
11	Expansion Slots	At least 6 free PCI Express 3.0 slots in 2 CPU config, (excluding Network Daughter Card or dedicated RAID slot, if any)		
12	Interfaces	4 USB ports, 1 Video, 1 Serial		
13	Network Adapters	2 x dual port 1Gb BaseT adapters in redundant configuration. Should support advanced features such as TCP segmentation offload, VLAN tagging, MSI-X, Jumbo frames, IEEE 1588, and virtualization features such as VMDQ.		
14	DVD Writer	Internal slim-line DVD-RW		
15	Power Supply	Minimum 2 x 750 W Redundant Power Supply (Platinum) with necessary power		



		cables/cords		
16	Fans	Redundant hot-pluggable system fans.		
17	Certification and industry standards compliant	The offered model must be listed in tpc.org or spec.org. Necessary documentary evidence must be submitted in support.		
18	Certification and industry standards compliant	Certified for Microsoft Windows. ACPI 2.0b Compliant PCIe 3.0 Compliant, USB 3.0 Support, The offered server model should be certified for at-least all three certificates (UL, FCC, ROHS).		
19	Systems Management and diagnostics	System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should have support for multifactor authentication. Server should support agent-less management using the remote management port		
20	Security	<p>Provide effective protection, reliable detection &amp; rapid recovery from cyber attacks using the following:</p> <ul style="list-style-type: none"> <li>- Silicon-based Hardware Root of Trust</li> <li>- Signed firmware updates</li> <li>- Secure default passwords</li> <li>- Configuration and firmware drift detection</li> <li>- Persistent event logging including user activity</li> <li>- Secure alerting</li> <li>- Automatic BIOS recovery</li> <li>- Rapid OS recovery</li> <li>- Secure system erase</li> </ul> <p>Should protect against firmware which executes before the OS boots Configuration upgrades should be only with OEM's cryptographically signed firmware and software System lockdown feature to prevent change (or "drift") in system firmware image(s) &amp; prevent malicious modification of server firmware</p>		
21	Intrusion alert	Intrusion alert in case chassis being opened		
22	Operating Systems and Virtualization Software Support	OS - Microsoft Windows Server, Red Hat Enterprise Linux (RHEL), SUSE Linux, Enterprise Server (SLES), UNIX. Virtualization: VMware, Microsoft, RedHat.		

23	Fiber Channel HBA Connectivity	Dual port 16 Gbps FC HBA adapter with required LC cables		
24	Warranty & AMC	3 years onsite warranty and 2 years AMC. Offered server should carry direct warranty/AMC support from OEM (24x7 call logging with 6 hours call to resolution cycle) and the same should be substantiated by necessary supporting document. Further it should cover service and spares support for 5 years.		
25	Technical Support from OEM.	Brochure & specifications sheets for the quoted model should be available in the public domain. Drivers should be available		

**ITEM 4- RACK ASSEMBLY**

Sl. No	Parameter/Specifications	Technical Specifications offered	Complied (Y/N)
1	Make & Model		
2	Floor mountable SERVER rack to mount 4 nos of server, 1 No. of Storage, Tape Drive with 2 Nos SAN Switch and 1 No of Rack Console.		
3	Width 19' usable; 42U height		
4	Rack MS 2 mm thickness with Powder coated finish		
5	Tray/Slaves (total 4) - three fixed and one sliding for keyboard		
6	Roof mounted set of four fans fixed in a fan housing unit		
7	Castor wheels front with foot-operated brakes and rear without brake		
8	Horizontal power strip 5/15 Amps, min 2x5 sockets		
9	Mounting hardware packet of 20		
10	TFT Monitor (1 unit) 17"Foldable TFT LCD Monitor, 1025*768 or higher TCO certified		
11	KVM Console		

**ITEM-5 (ALL FLASH STORAGE)**

Sr. No	Parameter/Specifications	Technical Specification offered	Complied (Y/N)
1	Make & Model		
2	Purpose built all flash Unified storage system shall support Both Block and File Protocols. It must have dual redundant controllers in active-active mode with automatic fail over to each other in case of failure. File services should not require any extra hardware and must be built in the controller.		
3	The array should support block protocols like FC, iSCSI and File protocols like CIFS, NFS and SMB.		

4	Array should be supplied with at least 96 GB Cache / system memory which should be flexibly usable for Read and write operations. All writes must be mirrored across controllers. The array must keep write cache persistent during fault conditions. In the event of unplanned power failure, data in the cache should be safely destaged to the disks to protect data from loss.		
5	The proposed solution must be configured with 10 TB RAW capacity on all flash disks of maximum 400/800 GB capacity and it should be supplied with one global hot spare disk/capacity for every 30 disks of same capacity and speed.		
6	The storage array must support RAID 1,5,6,10 or equivalent		
7	The proposed array must deliver 40,000 IOPS in 80:20 read/write with 8KB OLTP workload and should have the capability to provide Quality of Service (QoS) for the LUNs/volumes configured in the system to ascertain desired performance level for applications.		
8	The array should be supplied 4 X 16G FC ports and 4 X 1G/10G Ethernet Ports across controllers, Ethernet ports shall support both Block (iSCSI) and File (NFS, CIFS) protocols simultaneously. Array must be capable of upgrading more FC, iSCSI, Eth ports online in future.		
9	The Storage array shall have end to end 12 Gbps SAS architecture for Backend and Disk connectivity.		
10	Entire storage capacity should be protected with Data-at-rest encryption, requested software and hardware should be configured. The Storage array must provide multiple levels of access control including role-based security and auditing capability.		
11	The storage array should support connectivity to current version of OS Platforms like Linux, Windows, VMware etc.		
12	The storage system should support non-disruptive field replacement capabilities for components like Disk Drives, Disk connections, power supplies, controllers etc.		
13	The Storage array should support continuous system monitoring, call-home notification, advanced remote diagnostics and proactive hot sparing to enhance system robustness, availability and reliability.		
14	The storage should be configured a single sign-on centralized console should have dashboards for at-a-glance management and reporting and other functions like configuration monitor and manage. Performance monitoring should be provided to analyze the performance data		
15	Storage shall be configured with required feature license to thin provisioning, snapshot and restore file and block data. The. This license should be configured for entire supported capacity of the array.		
16	The Storage array must support capability to replicate data to remote site array in synchronous and asynchronous modes Replication Solution shall support unified replication of File		

	and Block data within a single Consistency Group. License should be provided for entire supported capacity.		
17	Storage should be covered under 24x7 service and spares support for 5 years.		

**ITEM 6 (TAPE DRIVE)**

Sl No.	Parameter/Specifications/Requirements	Technical Specification offered	Complied (Y/N)
1	Rack-mountable Fiber Channel / SAS LTO 7 Tape Drive with necessary cables and accessories.		
2	10 Nos of LTO 7 Data Cartridges and 2 Nos of LTO 7 Cleaning Cartridges should be provided		
3	Tape Drive should be covered under 24x7 service and spares support for 5 years.		

**ITEM 7 (SAN SWITCH)**

Sl. No	Minimum Technical Specifications Required	Technical Specifications offered	Complied (Y/N)
1	Make & Model of the proposed SAN switches		
2	Part Code of the proposed SAN Switches		
3	The SAN Switch should be Fibre Channel based		
4	Should be minimum of 12 Active ports and scalable to 24 Ports		
5	Should support port speeds of 2, 4, 8 & 16 Gbps		
6	Should support incremental activation of ports on demand		
7	Should support the following minimum type of ports. E_Port, F_Port, M_Port (Mirror Port), NPIV-enabled N Port		
8	The form factor should not be greater than 1RU		
9	Should support the following minimum media types: SFP+, LC Connector and multiple variants industry standard connectors		
10	The SAN Switch solution with redundant switches should be highly available with no single point of failure		
11	Switch should support non-disruptive code/Firmware upgrade		
12	The switch should support role based administration by allowing different administrator different access rights to switches		
13	Should have Hot Plug Redundant Power Supplies and cooling fans		
14	Should have Auto Sensing of ports		
15	Must support heterogeneous hosts and operating systems		
16	Must have Advance Zoning feature		
17	Must support the offered SAN box and other leading SAN boxes and tape libraries including but not limited to EMC, Hitachi, IBM,		

	HP Oracle etc		
18	Should have centralized monitoring and control features		
19	The Product shall support any combination of Shortwave, Long wave optical media on a single switch. The vendor has to supply all necessary. Components / parts / license to meet the requirements at no extra cost to the Bank.		
20	The SAN Switch should have capability to interface with HBA of different makes and model from multiple OEM, supporting multiple operating systems including but not limited to HP-UX, IBM AIX,Red Hat Linux MS-Windows Solaris etc		
21	Integration: Integration to be adequately done with proposed Servers, SAN Storage, Backup Server etc.		

**ITEM 8 (BACKUP MANAGEMENT SOLUTION INCLUDING SERVER, OS, BACKUP MANAGEMENT SOFTWARE ETC)**

Bidder to provide Detailed Technical specifications of the proposed backup solution item wise , strictly as per aforesaid format

**ANNEXURE-22 (DETAILED TECHNICAL BILL OF MATERIAL)**

RFP Ref. No. - HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

Item1- Server Type A

Sl. No	Product Code/Part No	Description	Qty.

Item2 -Server Type B

Sl. No	Product Code/Part No	Description	Qty.

Item3- Server Type C

Sl. No	Product Code/Part No	Description	Qty.

Item4- Rack Assembly

Sl. No	Product Code/Part No	Description	Qty.

Item5- Storage

Sl. No	Product Code/Part No	Description	Qty.

Item6- Tape Drive

Sl. No	Product Code/Part No	Description	Qty.


Item7- SAN Switch

Sl. No	Product Code/Part No	Description	Qty.

Item8- Backup Management Solution (Including Server, Backup Management Software, OS etc)

Sl. No	Product Code/Part No	Description	Qty.

Note: Bidder has to include BOM of all the items for the entire contract period. Further the Bidder should provide the solution design document based on the proposed items, in line with the scope of work and terms & conditions of the RFP

## ANNEXURE - 23 (UNDERTAKING FOR MSME BENEFITS)

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

To:

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

***SUB: MSME Benefits for RFP Ref. No. – HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019***

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. *HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019* floated for Refresh & Maintenance of hardware, software etc. of RTGS, NEFT and CCIL setup in Allahabad Bank. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exception to MSEs from payment of EMD/Bid Security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s \_\_\_\_\_

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp



**ANNEXURE- 24 (MANUFACTURER'S AUTHORISATION FORM)**

(Applicable to all OEMs)

*(This format has to be issued by OEM on their Letter Head duly signed by the authorized signatory)*

Ref. No.

Dated .....

To :

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

**Sub : MAF for RFP Ref. No HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019**

We ..... an established and reputable manufacturers / OEM of Server / Storage / San Switch / Software etc. having factories/development centres at .....and ..... do hereby authorise M/s..... (Name and address of Bidder) to bid, negotiate and conclude the contract with you for our products against the above RFP.

We hereby confirm our full warranty and AMC support as per the requirement of the RFP, for the goods & services offered for supply in response to the above RFP by the above mentioned firm/organization.

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

The Technical Bill of Material, related to our products, as proposed against the above RFP is attached.

Yours faithfully,

(NAME)

for and on behalf of M/s \_\_\_\_\_

(Name of Manufacturer/s)

Note: Bidder has to ensure that MAF should be on the letter-head of the manufacturing concern who is authorizing the bidder to bid for their product and should be signed by a person competent to bind the manufacturer.

**ANNEXURE-25 (INTEGRITY PACT)**  
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

**RFP Ref No:** HO/DIT/PGREFRESH/2018-19/121 dated: 07.02.2019

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

**Preamble**

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

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

**Section 1 - Commitment of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles>

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6- 7).
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 - Compensation for Damages**

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

### **Section 5 - Previous transgression**

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

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions..

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

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

#### **Section 8 - Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Allahabad Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, ALLAHABAD BANK and recues himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Allahabad Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman Allahabad Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman Allahabad Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

#### **Section - 9 - Earnest Money/Security Deposit**

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

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

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

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

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

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

#### **Section -10 Sanctions for Violation**

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

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

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

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

#### **Section 11- Fall Clause**

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

#### **Section 12 - Pact Duration**

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

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



**Section 13 - Other provisions**

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

(For & On behalf of the Principal)  
(Office Seal)  
Place -----

(For & On behalf of Bidder/ Contractor)  
(Office Seal)  
Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)