

ALLAHABAD BANK



**REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF VENDORS ON RATE
CONTRACT BASIS FOR PROCUREMENT OF
“ADF SCANNERS”**

RFP Reference No. : HO/DIT/ADF-EMPANELMENT/2019-20/129
dated: 18.04.2019

This document is the property of Allahabad Bank. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission thereof. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.



Contents

SECTION - I INVITATION FOR BIDS (IFB) 6

SECTION - 2 - INSTRUCTION TO BIDDERS (ITB) 9

1. INTRODUCTION: 9

2. ELIGIBLE BIDDERS : 9

3. TWO BID SYSTEM TENDER (e-Tendering) : 12

4. NON-TRANSFERABLE TENDER: 14

5. ELIGIBLE GOODS AND SERVICES : 14

6. MANUFACTURER’S AUTHORIZATION FORM : 15

7. ALTERNATIVE OFFERS: 15

8. ERASURES OR ALTERATIONS: 15

9. COST OF BIDDING: 15

10. CONTENTS OF RFP: 15

11. CLARIFICATION OF RFP : 16

12. PRE-BID MEETING : 16

13. AMENDMENT OF RFP: 16

14. LANGUAGE OF BID: 17

15. BID SECURITY : 17

16. EMPANELMENT SECURITY 18

17. FORMAT AND SIGNING OF BID: 18

18. SUBMISSION OF BIDS: 19

19. DEADLINE FOR SUBMISSION OF BIDS : 22

20. LATE BIDS : 22

21. MODIFICATION AND WITHDRAWAL OF BIDS : 22

22. BID OPENING : 23

23. CLARIFICATIONS OF BIDS: 24

24. PRELIMINARY EXAMINATION : 24

25. EVALUATION AND COMPARISON OF BIDS : 25

26. PRICE COMPOSITION: 26

27. CONTACTING THE PURCHASER: 27

28. EMPANELMENT OF VENDORS AND RATE CONTRACT: 27



ALLAHABAD BANK

29. PURCHASER’S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD: 28

30. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:..... 28

31. NOTIFICATION OF EMPANELMENT: 28

32. SIGNING OF CONTRACT 28

33. CIRCULATION OF EMPANELMENT OF VENDORS: 29

34. PROCUREMENT OF ITEMS : 29

35. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER: 29

36. FALL CLAUSE:..... 29

37. INTEGRITY PACT 30

SECTION - 3- CONDITIONS OF EMPANELMENT CONTRACT (CEC)..... 31

1. DEFINITION:..... 31

2. GOVERNING LANGUAGE: 31

3. APPLICABLE LAW: 31

4. NOTICES:..... 31

5. SCOPE OF WORK:..... 32

6. EMPANELLED VENDORS INTEGRITY: 33

7. EMPANELLED VENDORS OBLIGATIONS:..... 33

8. USE OF CONTRACT DOCUMENTS AND INFORMATION : 34

9. PATENT RIGHT : 35

10. EXECUTION OF NON-DISCLOSURE AGREEMENT 35

11. INSPECTIONS AND TESTS : 35

12. TERMINATION FOR DEFAULT: 35

13. FORCE MAJEURE : 36

14. TERMINATION OF CONTRACT:..... 36

SECTION - 4- CONDITIONS OF DISCRETE PROCUREMENT (CDP)..... 39

1. DEFINITION:..... 39

2. GOVERNING LANGUAGE : 39

3. APPLICATION : 39

4. STANDARDS : 39

5. PERFORMANCE SECURITY : 40

6. INSPECTIONS AND TESTS:..... 40

7. PACKING: 42



ALLAHABAD BANK

8. DELIVERY AND DOCUMENTS:..... 43

9. INSURANCE:..... 44

10. INCIDENTAL SERVICES:..... 44

11. SPARE PARTS:..... 44

12. WARRANTY AND POST WARRANTY MAINTENANCE:..... 45

13. SERVICE LEVEL AGREEMENT & PENALTY:..... 47

14. PROOF OF CONCEPT: 48

15. TERMS OF PAYMENT:..... 49

16. PRICES:..... 50

17. CHANGE IN ORDERS:..... 50

18. DELAYS IN THE EMPANELLED VENDOR'S PERFORMANCE:..... 51

19. LIQUIDATED DAMAGES:..... 51

20. TAXES AND DUTIES:..... 51

21. SITE PREPARATION: 52

22. ADF SCANNERS INSTALLATION:..... 52

23. ADF SCANNERS MAINTENANCE: 53

24. TRAINING: 53

25. TECHNICAL DOCUMENTATION:..... 53

26. RIGHT TO USE DEFECTIVE GOODS: 53

27. ORDER CANCELLATIONS: 54

28. GUARANTEES:..... 54

29. PUBLICITY:..... 54

SECTION - 5 SCHEDULE OF REQUIREMENTS..... 55

SECTION - 6 - SPECIFICATIONS AND FORMATS..... 56

ANNEXURE 1 - BID FORM 56

ANNEXURE 2 – TECHNICAL SPECIFICATIONS OF ADF SCANNERS..... 57

ANNEXURE 3 - BID SECURITY FORM 59

ANNEXURE 4 - PERFORMANCE STATEMENT FORMAT..... 61

ANNEXURE 5 – CREDENTIAL LETTER 62

ANNEXURE 6 – DETAILS OF OFFICES..... 63

ANNEXURE-7 SERVICE SUPPORT DETAILS 65



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 8 –BIDDER TURNOVER & PROFITS.....	67
ANNEXURE 9 – CONFORMITY LETTER.....	68
ANNEXURE 10 - LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION.....	69
ANNEXURE 11 – EMPANELMENT CONTRACT FORM	70
ANNEXURE 12 - PERFORMANCE SECURITY FORM	72
ANNEXURE 13 - MANUFACTURER’S AUTHORISATION FORM.....	73
ANNEXURE 14 – NO DEVIATION STATEMENT.....	74
ANNEXURE 15 - UNDERTAKING OF AUTHENTICITY FOR SUPPLY OF ADF SCANNERS AND RELATED SOFTWARE	75
ANNEXURE 16 - PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF THE SUPPLIED GOODS	76
ANNEXURE 17 - BUSINESS RULES FOR REVERSE AUCTION.....	78
ANNEXURE 18 - UNDERTAKING BY BIDDER (NOT BLACK LISTED)	83
ANNEXURE 19 - NON-DISCLOSURE AGREEMENT (NDA).....	84
ANNEXURE 20 - TECHNICAL DOCUMENTATION DETAILS	89
ANNEXURE 21 - COMMERCIAL BID / BILL OF MATERIAL.....	90
ANNEXURE-22 LIST OF ALL SPARE PARTS (INCLUDING CONSUMABLES) WITH COMMERCIALS.....	92
ANNEXURE 23 - PRE BID QUERY FORMAT	93
ANNEXURE 24 - AUTHORIZATION LETTER FORMAT	94
ANNEXURE 25 - ESCALATION MATRIX.....	95
ANNEXURE 26- BIDDER’S INFORMATION.....	96
ANNEXURE 27 - ELIGIBILITY CRITERIA (EC) COMPLIANCE.....	97
ANNEXURE 28 - STANDARD AMC AGREEMENT	100
ANNEXURE-29 EMPANELMENT SECURITY FORM.....	107
ANNEXURE-30 - INTEGRITY PACT	108
ANNEXURE – 31 NO LITIGATIONS CERTIFICATE.....	116



SECTION - I INVITATION FOR BIDS (IFB)

REF NO: HO/DIT/ADF-EMPANELMENT/2019-20/129

DATE: 18.04.2019

1. **ALLAHABAD BANK** having country wide presence, intends to empanel vendors for procurements of ADF (Automatic Document Feeder) Scanners on rate contract basis, by its Head Office/Zonal Offices/Field Offices, from time to time. The “Empanelment-cum-Rate Contract” will be valid for a period of one (01) year, which may be extended at the discretion of the purchaser for a further period of 3-6 months and accordingly empanelment contract & the empanelment security need to be suitably amended/extended.
2. In this connection, sealed "Technical bids along-with indicative Commercial Bids" are invited, from eligible bidders for Supply, Installation & Maintenance of the following items:

Sl. No	Category	Items covered
1.	ADF Scanner	Automatic Document Feeder (ADF) Scanner with specifications as per Annexure-2.

3. The details of selected (empanelled) vendors will be circulated to all Zonal/Field Offices of the Bank. Procurement of the above empanelled item vis-à-vis requirements of the Bank, emanating from its branches/offices, spread all over the country, during the period of empanelment of one(1) year(and during the extended period, if any exclusively on Bank's discretion), will be done from these short-listed vendors, as enumerated elsewhere in the RFP. The procurement of items envisages Supply, Installation, Commissioning and Maintenance of the equipment and related software, if any, to be installed at various Branches/Offices Locations.
4. A complete set of Request for Proposal (RFP) may be purchased by any interested bidder, on submission of a written application (in duplicate) from the following address during office hours on all working days between 10.30 A.M. to 4.00 P.M. (*Monday-Saturday except 2nd & 4th Saturdays and Bank Holidays*) either in person or by post upon payment of a non-refundable fee of **Rs. 20000.00 (Rupees Twenty thousand only)** (Rs. 500.00 extra if to be sent through Post) in the form of Demand Draft or Banker's Cheque drawn in favor of **Allahabad Bank payable at Kolkata** :

ALLAHABAD BANK
Dept of Information Technology
Head Office
2nd Floor, 2 - Netaji Subhas Road
Kolkata -700 001 (WB), INDIA
Phone No - 033-2262 3620, 033-2242 0995

Only those bidders, who purchase the RFP in their name, will be eligible for submission of bid.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

5. The complete RFP has been published at the Bank's official website www.allahabadbank.in & Bank's e-Tendering website www.tenderwizard.com/abbank and is available on the web site for purpose of downloading and application made on such a form shall be considered valid for participating in the tender process.
6. The bidders, who have downloaded RFP from **Bank's official website www.allahabadbank.in** or **Bank's e-Tendering website www.tenderwizard.com/abbank** and want to participate in the bidding process, must pay a non-refundable fee of **Rs. 20000.00 (Rupees Twenty Thousand only)**, towards cost of the bid document, in the form of Demand Draft or Bankers Cheque, payable in favour of ALLAHABAD BANK at Kolkata, on or before the last date and time of submission of technical & indicative commercial bid.

The details are as under:

SL NO	ITEM	DETAILS
6.1	Bid /RFP Reference	HO/DIT/ADF-EMPANELMENT/2019-20/129 dated: 18.04.2019
6.2	Cost of RFP (Non Refundable)	Rs. 20,000/-
6.3	Courier/ Postal Charges	Rs. 500/-
6.4	Date of commencement of sale of RFP	18.04.2019, 15:00 Hrs IST
6.5	Date and time for Pre-Bid Meeting	23.04.2019, 15:30 Hrs IST
6.6	Last date and time for sale of RFP	30.04.2019, 13:00 Hrs IST
6.7	Last date and time for submission of Bid (<i>Technical & Indicative Commercial Bid – in physical form</i>)	30.04.2019, 13:30 Hrs IST
6.8	Date and time of opening of Technical-Bids	30.04.2019, 15.00 Hrs IST
6.9	Date and time of opening of indicative commercial bids and conducting Reverse Auction (RA) process	To be notified later to the technically eligible bidders
6.10	Place of opening of Bids (Technical & Indicative Commercial Bids)	Allahabad Bank Head Office Department of Information Technology (DIT) 2 nd Floor 2, Netaji Subhas Road, Kolkata – 700 001 WB India
6.11	Address for communication	As above. Telephone: 091-033-2262 3620, 091-033-2242 0995 Email: hodit.hardware@allahabadbank.in

7. Bidder has to submit Technical & Indicative Commercial Bid, in physical form however for



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

- the actual Commercial Bid, Bank would do the reverse auction through e-Tendering process.
8. The Original RFP & its addendums (*if any*) needs to be signed and stamped by the Bidder and has to be submitted along with the Bid security on or before the last date & time of submission of technical bid, as mentioned above.
 9. MSEs (Micro and Small Enterprises) are exempted from paying the Tender Fee and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs, the provisions as per Government of India shall be considered while evaluating the tender.
 10. This RFP is not an offer by the Bank, but an invitation to receive offer from Bidder. No obligation whatsoever shall arise from the tender process unless and until a formal purchase order is issued by the purchaser.
 11. 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.
 12. All bids must be accompanied by a bid security as specified in the RFP and must be delivered at the above office, on or before specified date and time indicated above.
 13. Technical Bids will be opened in the presence of the bidder's representatives, who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and Indicative Commercial Bids of the technically qualified bidders will be opened in the presence of their representatives on a specified date and time, which will be notified separately.
 14. No further discussion/interface will be granted to bidders, whose bids have been disqualified on technical or any other ground declared/established as per terms/conditions of the RFP.
 15. Non-attendance at pre-bid meeting or at bid opening meeting will not be a cause for disqualification of a bidder.
 16. Allahabad Bank reserves the right to accept or reject, in part or full, any or all the offers without assigning any reasons whatsoever.

CHIEF MANAGER (IT)
ALLAHABAD BANK
HEAD OFFICE
Department of Information Technology
Kolkata – 700 001 WB India



SECTION - 2 - INSTRUCTION TO BIDDERS (ITB)

1. INTRODUCTION:

- 1.1 **ALLAHABAD BANK**, a body corporate established under the Banking Companies (*Acquisition and Transfer of Undertaking*) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, West Bengal, India, hereinafter called “**The Purchaser**” 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**, to the vendors to participate in the competitive bidding towards procurement of ADF Scanners as per specifications (Annexure-2), terms & conditions mentioned in this RFP.
- 1.2 This tender is meant for the exclusive purpose of bidding as per the terms conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 1.3 The items, specified in “Schedule of Requirements (Section-5)”, will be procured through this tender. The sub-contract of the bid is not permissible.
- 1.4 The Purchase Order for the items will be placed by respective Zonal Offices/ Field Offices/Head Office for the offices/branches under their control across the country, where the items are to be supplied, installed and maintained. And the required documents for release of payments are to be submitted at respective offices (the issuer of the purchase order) who will be responsible for making the payments for the goods supplied, installed and maintained.

2. ELIGIBLE BIDDERS :

A bidder would be required to satisfy the following requirements for being eligible for participation in the bidding process:

<i>ELIGIBILITY CRITERIA</i>	<i>Documents to be submitted</i>
2.1 The bidder should have countrywide presence. They must have their own office in at-least 8 out of 25 locations Kolkata, Mumbai, New Delhi, Chennai, Hyderabad, Bangalore, Bhubaneswar, Siliguri, Guwahati, Pune, Lucknow, Agra, Varanasi, Meerut, Bhopal, Jabalpur, Dehradun, Ahmedabad, Chandigarh, Ludhiana, Patna, Ranchi, Gonda, Bhagalpur & Jaipur.	Details of own Offices as per Annexure-6
2.2 The bidder must have support centres at	Service Support Details as per



<p>minimum 70 locations across the country either own or franchisee covering at least 30 out of 46 locations specified in Annexure-7, with a distribution as under:</p> <ol style="list-style-type: none"> i. At least 4 locations in Eastern Region covering West Bengal, Odisha & Assam. ii. At Least 9 locations in Northern Region covering Uttar Pradesh, Bihar, Punjab, Haryana, Chandigarh, Delhi and Uttarakhand. iii. At least 6 locations in the Central Region covering Madhya Pradesh & Jharkhand. iv. At least 7 locations in the Western region spanning Maharashtra, Gujarat & Rajasthan. v. At least 4 locations in the Southern Region covering Tamil Nadu, Karnataka & Andhra Pradesh. <p>(The distance of the service centre from related location specified in Annexure-7 should not be more than <u>100 kms</u>)</p> <p>The support engineers at these service centres should be qualified diploma/degree engineers or Graduates/ undergraduates trained in Computer hardware maintenance</p>	<p>Annexure-7.</p> <p>Declaration by the Bidder with respect to qualified support personnel (<i>Diploma /Degree Engineers or Graduates/Undergraduates</i>) - <i>Trained in Computer Hardware Maintenance</i>)</p>
<p>2.3 Bidder should be a Registered Company in India under Companies Act 1956/2013 and having business in India during last 05 (Five) years as on 31.03.2019 providing Technology driven products & services. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original entity can be taken into account.</p>	<p>Copy of Certificate of Incorporation & Certificate of commencement of business issued by the ROC and Articles of Association should be submitted.</p> <p>Bidder should also submit GSTIN & HSN details.</p>
<p>2.4 The bidder should have supplied and/or maintained at least 1500 ADF Scanners /CTS Scanners /Document Scanners /Multifunction Device (MFD with scanner) to any Scheduled Commercial Bank (having at least 1000 branches) /PSU /Financial Institution/Govt. Departments during last three years put together and out of which at-least</p>	<p>Performance Statement as per Annexure-4 & Annexure-5 along with copies of Purchase Orders (PO) and Certificate from the concerned Organization confirming supply & maintenance of the items of the PO.</p>



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

200 should be ADF Scanners of the proposed OEM.	
2.5 The Bidder should be a profit making company and should have earned Net profit in at least one out of three preceding Financial Years (i.e. 2015-16, 2016-17, 2017-18) and Operating profit during remaining Financial years as per the audited Financial Statements. Further, bidder should have a positive Net Worth and Turnover of at least Rs. 10 Crores in all three financial years.	Audited Balance sheets and Profit & Loss statements for the financial years 2015-16, 2016-17, 2017-18 along with certificate from the Chartered Accountant as per Annexure-8 .
2.6 The bidder should not be a defaulter for any PSU, State Government or Central Government Department and should not have been blacklisted by any Banking/Financial company/organization operating in India, as on date of submission of tender.	Bidder should submit an Undertaking <i>(To be submitted as Annexure -18)</i>
2.7 The Bidder should be an OEM or an authorized supplier of OEM of the proposed Hardware items along with maintenance support during the warranty & AMC period. Note: (1) The bidder can be an authorized supplier of an OEM or OEM itself, but both OEM and its authorized supplier cannot bid simultaneously for the same item/product. (2) If a bidder submits a bid on behalf of the OEM, the same bidder cannot submit a bid on behalf of another OEM for the same item/product.	Manufacturer authorization form /certificate signed by the authorized signatory of OEM (Annexure- 13). In case of Authorized supplier, letter of authorization/Manufacturer Authorization Form (MAF) should be submitted along with technical bid. The authorization letter should mention that if authorized partner fails to meet the obligation for items supplied under this tender, then OEM should undertake to support directly/ support through other authorized partner during the contract period.
2.8 Bidder / OEM(s) should not be involved in any litigation which threatens the solvency of the company	Certificate to be provided by Chartered accountant under his seal, membership number and sign as per Annexure-31 (separately for bidder & OEM



	partners).
2.9 Bidder should not be owned or controlled by any Director or Employee (or relatives) of Allahabad Bank.	Self-Declaration by Bidder/OEM(s) on the company's/OEM(s) letter head is to be submitted.

3. TWO BID SYSTEM TENDER (e-Tendering) :

- 3.1 Bidders are required to submit the “Technical Bid” along-with “Indicative Commercial Bid” in physical form. However, for actual commercials, Bank will adopt the process of Reverse Auction (through Bank’s e-tendering portal).
- 3.2 Technical Bid in duplicate duly sealed and super-scribed ‘Bid for Supply, Installation, Commissioning & Maintenance of ADF Scanners on Empanelment-Cum-Rate Contract basis in Allahabad Bank - Technical Bids’ shall be submitted as per bid details given in the RFP. Softcopy of the Technical Bid in MS-Word format should be submitted in a CD(R)/DVD (R), properly super-scribing Bidder’s Name and “Bid for Supply, Installation, Commissioning & Maintenance of ADF Scanners on Empanelment-Cum-Rate Contract basis in Allahabad Bank - Technical Bid’, in the inner envelope containing the Original Technical Bid”.
- 3.3 The bids not submitted in the prescribed format or incomplete in detail will be liable for rejection. Allahabad Bank will not be responsible for non receipt of bids within the specified date and time due to any reason including postal delays or Holidays.
- 3.4 The Technical Bid (along-with Indicative Commercial Bid) should be prepared in an organized, structured and neat manner.
- 3.5 The Technical Bid including Brochures/leaflets etc. should be submitted in Technical Bid as a bound document and not in a loose form.
- 3.6 All the pages of the Technical bid should be serially numbered indicating beginning and ending page on each and every page (for e.g.: *page 1 of 100*).

3.7 TECHNICAL BID :

It is mandatory to provide the technical details in the exact format of Technical Specifications of Equipments & Accessories offer given in the RFP. Correct technical information of the product being offered must be filled in. **Filling of the information using terms such as- “OK”, “Accepted”, “Complied”, and “Noted”, “As given in Brochure / manual”- is not acceptable.** The Purchaser reserves the right to treat offers, not adhering to these guidelines, **as unacceptable.**

All the formats need to be filled in exactly as per the pro-forma given in the Annexure and any deviation is likely to cause rejection of the bid.

The Purchaser shall not allow/permit changes in the technical specifications once it is



submitted.

The offer may not be evaluated by the Purchaser in case of non-adherence to the format or partial submission of technical details as per the format given in the offer.

The relevant product information, brand and model number offered, printed product brochure, technical specification sheets, documents in support of various certifications, wherever applicable, as asked for by the bank etc., should be submitted along with the offer. It is mandatory to provide make, model of all equipments and their sub-components as asked in the technical specification.

Non-submission or partial submission of this information along with the offer could result in **disqualification**. Please note that substituting this information by just brand name is not enough.

The supply and successful operation of relevant hardware & associated software will be the sole responsibility of the bidder. The Purchaser will not enter into any separate contract for supply of software, support services etc. through any third party. Version number must be mentioned in case of software. It is required to indicate if the software requires any particular version of the operating system for compatibility. Software(s), which will be supplied free and those that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

The Technical Bid must NOT contain any price information.

The Technical Bid is further divided into two sections and shall comprise of the following documents -

ITEM	FORMAT
ELIGIBILITY CRITERIA SECTION (as outlined in Clause 2 of ITB of RFP)	
All the Annexure, Certificates and Enclosures	Annexure-(4,5,6,7,8,13,18, 27,31) and enclosures
TECHNICAL SECTION	
Technical Specifications of ADF scanners offered	Annexure-2
Bid Form	Annexure - 1
Bank Guarantee Towards Bid Security	Annexure - 3
Conformity letter	Annexure-9
Letter of Authority for participation in Reverse Auction	Annexure - 10
Business rules for Reverse Auction	Annexure - 17
No Deviation statement	Annexure - 14
Undertaking of Authenticity of ADF Scanner and related software	Annexure -15
Technical documentation Details (Manuals, Brochures, leaflets etc.)	To be enclosed as Annexure-20
Masked Commercial Bid (without Price Details)	Annexure- 21



Masked List of all spare parts (including consumables) with commercials (without Price Details)	Annexure-22
OTHERS	9, 26,30

3.8 COMMERCIAL OFFER :

The bidder has to submit the Indicative Commercial Bid in sealed envelope along-with the Technical bid in physical form, however, for actual commercials, Bank will be adopting Reverse Auction (RA) process (through Bank's e-tendering portal).

The Indicative Commercial Bid (in sealed envelope) should give all relevant price information and should not contradict the Technical Bid and masked commercial bid in any manner.

For both goods manufactured in India or goods of foreign origin already located in India and goods offered from outside India, the prices should be quoted in Indian Rupees only.

The bidder shall indicate on the appropriate Price Schedule, specifying the unit prices of the goods proposed to be supplied.

The bidders are advised in their own interest, to quote the best possible offer for each of the item offered.

The Indicative Commercial Bid (in sealed envelope) shall comprise of the following documents -

Item	Format
Price Schedule for Goods and Services (Bill of Material)	Annexure -21

4. NON-TRANSFERABLE TENDER:

This tender document is not transferable. Only the vendor, who purchases this tender document, is entitled to bid.

5. ELIGIBLE GOODS AND SERVICES :

5.1 The Purchaser is looking for well-proven branded quality products, which are produced in volume and are used by a large number of users in India /Abroad. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document.

5.2 The bidder should ensure that any internal components or subsystems of products offered are not substituted by similar items from different manufacturers, without adequate justification that is acceptable to the Purchaser.



6. MANUFACTURER'S AUTHORIZATION FORM :

Bidders, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers ([Annexure - 13](#)) that they have been authorized to quote on behalf of the manufacturer as per terms of RFP.

7. ALTERNATIVE OFFERS:

Each offer should specify only a single solution for each item which is cost-effective and meets the tender specification and should not include any alternatives.

8. ERASURES OR ALTERATIONS:

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

9. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10. CONTENTS OF RFP:

10.1 The goods required, bidding procedures and contract terms are prescribed in the RFP. In addition to the invitation for Bids, the RFP includes -

- a) Instruction to Bidders (ITB)
- b) Conditions of Empanelment Contract (CEC)
- c) Conditions of Discrete Procurement (CDP)
- d) Technical Specifications of ADF scanners ([Annexure - 2](#))
- e) Forms (Annexure - 1 & Annexure- 3 to Annexure - 30)

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



11. CLARIFICATION OF RFP :

A prospective bidder requiring any clarification of the RFP may notify the Purchaser in writing or by fax/e-mail at the Purchaser's mailing address indicated in the invitation For Bids (IFB). The Purchaser will respond in writing /by email / publish in its official website, to any request for clarification of the RFP, which it receives, 1(one) working days prior to the date of Pre-Bid Meeting.

12. PRE-BID MEETING :

- 12.1 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 in the RFP, after publication of RFP and well before the last date for receipt of bids. 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 equipments to attend the pre-bid meeting.
- 12.2 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised upto that stage. The issues/questions to be raised must be in writing by the Bidder as per [Annexure 23](#). The Purchaser will have the liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 12.3 Clarifications including the text of the questions raised (without indicating the source of inquiry) will be sent to all prospective bidders who have purchased the RFP, allowing at least seven days time, prior to the last date for receipt of bids.
- 12.4 Authorization letter should be submitted for attending Pre-Bid meeting as per [Annexure 24](#).
- 12.5 Non-attendance at the Pre-bid Meeting will **not** be a cause for disqualification of a bidder.

13. AMENDMENT OF RFP:

- 13.1. Any modification of the 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.
- 13.2. At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment.
- 13.3. All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail and will be binding on them.



13.4. In case of amendment(s) taking place in the 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.

14. LANGUAGE OF BID:

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

15. BID SECURITY :

15.1 The bidder shall furnish a bid security (as per the [Annexure-3](#)) for INR 25,00,000/- (Rupees Twenty Five Lakhs only), as a part of their bid.

15.2 The bid security is required to protect the Purchaser against risk of bidder's conduct during the period of bid validity.

15.3 The bid security shall be denominated in INDIAN RUPEES only and shall be in the form of Bank Guarantee, issued by a Scheduled Commercial Bank (other than Allahabad Bank) located in India, as per the format given in [Annexure-3](#) and should be valid for sixty (60) days, beyond the validity of the bid.

15.4 Any bid not secured in accordance with ITB Clause-15.1 and 15.3 above will be rejected by the Purchaser as non-responsive.

15.5 The bid shall remain valid for 180 days after the scheduled date of opening of Technical Bid prescribed by the Purchaser, pursuant to ITB clause-18. Therefore, the bid security will have to be submitted valid for a period of (180+60) days. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

15.6 The Bid security shall be forfeited:

(a) If the Bidder withdraws it's Bid during the period of bid validity specified in the RFP;

Or

(b) In case of successful bidder, if the bidder:

(i) fails or refuses to sign the Contract Form;

Or

(ii) fails or refuses to furnish the Empanelment Security , in accordance with the Terms & Conditions of the RFP or Contract

15.7 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of validity of the bid and bid security. The request and the



responses thereto shall be made in writing or by fax or email. The bid security provided under ITB Clause-15.1 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

- 15.8 The Bid Security of the unsuccessful bidders will be discharged upon completion of bid-evaluation process. The Successful bidder(s), however will be required to submit the empanelment security for the period of empanelment as per clause 16 below before signing of the empanelment contract.

16. EMPANELMENT SECURITY

- 16.1 Successful bidders, shortlisted for empanelment will have to submit separate security of the same amount specified in ITB clause 15.1, valid for a period of one (1) year +60 days from start of the empanelment, as per format given in Annexure- 29 i.e. 60 days beyond the end of empanelment period of one(1) year. In case the purchaser decides to extend the period of empanelment-cum-rate contract, the empanelment security will have to be accordingly extended i.e. it should be valid upto the period of extension + 60 days. An empanelment security valid for a shorter period shall be rejected by the Purchaser, as non responsive.
- 16.2 The empanelment security is required to protect the Purchaser against risk of empanelled vendor's conduct during the period of empanelment.
- 16.3 The empanelment security shall be denominated, in INDIAN RUPEES only and shall be in the form of Bank Guarantee, issued by a Scheduled Commercial Bank (other than Allahabad Bank) located in India
- 16.4 Any bid, in the due course, not secured in accordance with ITB Clause-16.1 and 16.3 above will be rejected by the Purchaser as non-responsive.
- 16.5 The empanelled vendor's empanelment security will be discharged upon completion of empanelment validity, subject to successful performance of the obligations as an empanelled vendor.
- 16.6 The empanelment security may be forfeited, if the Empanelled Vendor, having been notified as empanelled by the Purchaser, during the period of empanelment validity fails to perform obligations as empanelled vendor.

17. FORMAT AND SIGNING OF BID:

- 17.1 The Bidder shall prepare two copies of the Technical bid, clearly marking each "Original Technical Bid" and "Copy Technical Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. Original copy of Bid Security should be submitted with the Original Technical Bid.
- 17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall



be **signed in full under seal** by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. All pages/enclosures of the Bid shall be signed in full under seal by the person or persons signing the bid.

- 17.3 The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

18. **SUBMISSION OF BIDS:**

Bidders are required to submit two copies of the Technical Bid (along-with Indicative Commercial Bid in sealed cover) in physical form as explained in 18.1 & 18.2 below, on or before the last date and time mentioned in RFP.

18.1 **SUBMISSION OF TECHNICAL BID:**

- 18.1.1. The Bidders shall seal the original Technical Bid and copy Technical Bid separately. Thus there will be two inner envelopes named as "**Original Technical Bid**" and "**Copy Technical Bid**". Both the inner envelopes should be kept inside a single outer envelope.

If above bids are found not properly sealed in respective inner envelopes, the bid is liable for rejection.

- 18.1.2. The **two inner envelopes** for each Pack marked as "**ORIGINAL TECHNICAL BID**" and "**COPY TECHNICAL BID**" and the **outer envelope** shall be **duly marked as "DO NOT OPEN BEFORE 30-04-2019 15.00 Hrs IST"**.

- 18.1.3. In addition to the above marking, each envelope (**Both Inner & Outer**) must be super-scribed with the following information –

- a) RFP Reference Number
- b) **Bid for Empanelment of Vendors on Rate Contract Basis for procurement of ADF Scanner**
- c) Name and Address of Bidder

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

- 18.1.4. All the inner and outer envelopes shall be addressed to the Purchaser at the address given below:

The Chief Manager (IT)
Allahabad Bank
Dept. of Information Technology
Head Office, 2nd Floor, 2, Netaji Subhas Road
Kolkata- 700 001 WB INDIA



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

- 18.1.5. If the inner & outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 18.1.6. If envelope earmarked as "Original Technical Bid" is found to contain "copy technical bid", then that bid will be summarily rejected.
- 18.1.7. Telex, Cable, Facsimile or E-mail Bids will be rejected.
- 18.1.8. The original and copy bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder.
- 18.1.9. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid and it has to be reported to Bank during the Bid Opening; failing which such erasure/correction will not be acceptable to Bank.
- 18.1.10. All the formats need to be filled in exactly as per the pro-forma given in the Annexures and any deviation is likely to cause rejection of the bid.
- 18.1.11. The Bank will not allow/permit changes in the bids submitted after the last date of submission of bids.
- 18.1.12. The offer may not be evaluated by the Bank in case of non adherence to the format or partial submission of technical details as per the format given in the RFP.
- 18.1.13. Non submission or partial submission of the information along with the offer could result in disqualification of the bid of the concerned bidder.
- 18.1.14. The bidder will also required to submit copy of the RFP and its addendum (if any), duly stamped and signed on each page by the authorized person of the bidder's company.
- 18.1.15. A softcopy of the duly signed documents of the technical bid shall be submitted along with the technical bid in "Word" format in CD/DVD along with technical bid.
- 18.1.16. "Copy Technical Bid" should contain all the documents/Annexures as submitted in the "Original Technical Bid" except original Bid Security.
- 18.1.17. **The Technical Bid must not contain any price information with respect to its commercial offer.**

18.2. SUBMISSION OF INDICATIVE COMMERCIAL BID & REVERSE AUCTION (e-TENDERING)

- 18.2.1. The prospective Bidders are advised to submit the Indicative Commercial Bid in



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

physical form (in sealed envelope) as per Annexure-21 along-with its Technical Bid, duly signed and stamped by the authorized signatory, latest by the 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-21.

- 18.2.2. The Bank will adopt E-Tendering process for conducting Reverse Auction (RA) process for the Commercials of RFP. The service provider for Bank's e-Tendering process is **M/s Antares Systems Limited** and the portal address for the same is **www.tenderwizard.com/abbank**, wherein the necessary details for e-Tendering are available.
- 18.2.3. Indicative Commercial Bid of only those Bidders will be opened who qualifies in Technical evaluation & subsequently reverse auction will be conducted on the total cost of ownership. After the completion of reverse auction, the L1 Bidder is required to provide the final commercial bids (FCB) with breakup by 5:00 pm next day, 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. **In addition, the Bidder has to submit List of spare parts (including consumables) with commercials as per Annexure 22.** Any such condition / deviation may make the bid liable for disqualification.
- 18.2.4. Purchaser will then select maximum three vendors (including L1) who have quoted lowest five years' TCO prices in respect of quantity mentioned in schedule of Requirement.
- 18.2.5. Purchaser will ask the L2 bidder and L3 bidder to match the item wise, **five year TCO L1 prices** quoted by the L1 bidder, i.e. **cost with 1 year warranty and four years AMC**, ensuring that the ADF scanner initial price is arrived at following the commercial evaluation process as per ITB Clause 25.2. For further details please refer to Clause 28: Empanelment of Vendors and Rate Contract,
- 18.2.6. The prospective bidders are advised to register with the e-Tendering Portal (www.tenderwizard.com/abbank) before the Reverse Auction (RA) process. The following steps are to be taken by the Bidder for the same:
 - 18.2.6.1. Registration with Service Provider Portal **www.tenderwizard.com/abbank**
 - 18.2.6.2. **The bidder should possess Class III Digital Signature Certificate** (Mandatory requirement).
 - 18.2.6.3. M/s Antares Systems Ltd. may be contacted (*as per details below*), in case of



any clarification/assistance required **before the schedule date & time of the online Reverse Auction (RA) process:**

Contact Persons:-

Mr. Kushal Bose : 07686913157
(kushal.b@antaressystems.com)
Mr. Tousik Ghosh : 09674758724
(tousik.g@antaressystems.com)
Mr. Kumar Chandan : 09674758720
(kumarchandan@antaressystems.com)

19. DEADLINE FOR SUBMISSION OF BIDS :

- 19.1. Bidders must ensure that their Technical Bid (along-with sealed Indicative Commercial Bid) are received by the Purchaser at the address specified under ITB Clause 18.1.4, no later than the time and date specified in the IFB. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- 19.2. The Purchaser may, at its discretion, extend the deadline for submission of Bids by amending the RFP in accordance with ITB Clause-13, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. LATE BIDS :

Any bid submitted by the bidder after the deadline for submission of bids prescribed by the Purchaser, pursuant of ITB Clause- 19, will be rejected and returned unopened to the Bidder.

21. MODIFICATION AND WITHDRAWAL OF BIDS :

- 21.1. The Bidder may modify or withdraw its bid after submission of the bid, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of ITB Clause -18. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
- 21.3. No bid may be modified subsequent to the deadline for submission of Bids.
- 21.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to ITB Clause - 15.6.



22. BID OPENING :

- 22.1. As the Technical bids will be evaluated first for technical suitability, the Purchaser will open only the Technical Bids as per the schedule mentioned in IFB. The Indicative Commercial bids of only technically qualified bidders will be opened on a later date, subsequent to the technical evaluation. The Purchaser will notify the date and time of opening of the Indicative Commercial bids to the technically qualified bidders.
- 22.2. Attendance of all the authorised representatives of the bidders, who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.
- 22.3. Each Bid will be numbered serially, signed and dated by the Officers of the purchaser, on the first page. Each page of the bid will also be initialled with date, by Officers of the purchaser.
- 22.4. The following details will be announced at the bid opening –
 - a) Bidder's name,
 - b) Bid Modifications or withdrawals
 - c) Technical Details viz. Make & Model etc. (in case of Technical bid opening),
 - d) Bid Prices (in case of Indicative Commercial bid opening),
 - e) Presence or absence of Bid Security (in case of Technical bid opening) and such other details as the Purchaser, at its discretion, may consider appropriate.
- 22.5. Alterations in the bids, if any, made by the bidder 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 authorised by the executive who has signed the bid.
- 22.6. Wherever any erasing or cutting is observed, the substituted words would be encircled and initialled by the bank officer singly and the fact that such erasing / cutting of the original entry were present on the bid at the time of opening should be recorded.
- 22.7. 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.
- 22.8. Bids (*and modifications sent pursuant to ITB Clause-21.2*) that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.
- 22.9. Indicative Commercial bids of those bidders who have not been technically qualified will not be opened for further evaluation.



23. CLARIFICATIONS OF BIDS:

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all vendors for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. If deemed necessary the vendor is required to give presentation on the systems offered.

24. PRELIMINARY EXAMINATION :

24.1. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Bids from Agents without proper authorisation from the manufacturer shall be treated as non-responsive.

24.2. Arithmetical errors will be rectified on the following basis -

24.2.1. If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected.

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

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

24.4. Prior to the detailed evaluation, pursuant to ITB Clause-24, the Purchaser will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the RFP without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Warranty, AMC, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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



25. EVALUATION AND COMPARISON OF BIDS :

The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause-24.

25.1. EVALUATION OF TECHNICAL BIDS:

The Technical Bids opened pursuant to ITB Clause-22 will be evaluated by the Purchaser on the basis of following criteria -

- Completeness of the Technical bid in all respects and availability of all information/details asked vide ITB Clause-3.7.
- Point to point conformity of the goods offered, to the Technical specifications provided in the RFP.

25.2. EVALUATION OF COMMERCIAL BIDS :

25.2.1. The Bids technically qualified pursuant to ITB Clause-25.1 will be commercially evaluated by the Purchaser.

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

25.2.3. For commercial evaluation, Five year's TCO (**initial one year Warranty and four years AMC/ATS**) in respect of quantity mentioned in [Annexure-21](#) : Bill of Material (BOM), will be the basis of comparison amongst the eligible Bidders to rank them, in order to determine the lowest evaluated Bid.

25.2.4. Bidder must submit the commercials of spare parts of the scanner as per [Annexure 22](#) after completion of the reverse auction process. Bank will procure the spare parts at the prices as per [Annexure 22](#), in case of fire incidences or natural disasters only, which are not in the scope of this RFP. The sum total cost of the spare parts should not exceed 1.25 times of the CAPEX cost of the scanner. These spare parts cost should be valid during Warranty & AMC period.

25.2.5. For commercial evaluation, five years' TCO (*One year on-site warranty and four year AMC*) in respect of quantity mentioned in Schedule of Requirement will be the basis of comparison amongst the eligible Bidders to rank them, in order to determine the lowest evaluated Bid.

AMC cost should be minimum 8% of capital cost of ADF scanner. For the purpose of evaluation of TCO of Hardware Items, AMC will be recalculated at the rate of 8% p.a. of the unit cost (*cost inclusive of one year's warranty*) for those bidders who quote Nil AMC or AMC less than 8% p.a. of the unit cost (*cost inclusive of one year's warranty*) and the difference will be reduced from the unit cost (*cost inclusive of one year's warranty*) without changing the TCO (5 years) price of that item. AMC



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

will be calculated at the rate of actual quoted percentage/ value, for those who quote AMC equal to or more than 8% p.a on unit cost (*cost inclusive of one year warranty*). This method will be uniformly used, for all the bids to rule out any loading of future AMC cost in the initial price itself, to rationalize and to make comparison process transparent, to arrive at item-wise rationalized TCO for five years through a uniform process and also to ensure that support services are not likely to be impaired during the AMC period, due to unreasonable and very low quotes of AMC, which may give scope for higher initial cost of the equipments.

Example: Bidder-A, Bidder-B, Bidder-C quoted the price bid (Annexure-21) of ADF Scanner-A, ADF Scanner-B and ADF Scanner-C respectively as under:

Item	No. of Units (A)	Unit Cost (Inclusive of 1 year warranty) (B)	AMC of each Unit for 1 year (C)	Total Cost of 5 years (one year warranty and four years AMC) $A*(B+(C*4))$
ADF Scanner-A	50	120/-	3	6600/-
ADF Scanner-B	50	60/-	5	4000/-
ADF Scanner-C	50	66/- @	Nil	3300/-

@Bidders have quoted the unit cost (inclusive of 5 years warranty)

In above price bid of Bidder-A:

- The AMC of ADF Scanners-A i.e. Rs 3/- is less than 8% of Unit Cost (i.e. Rs 120/-) and AMC of ADF Scanners-C i.e. Nil is less than 8% of Unit Cost (i.e. Rs. 66/-). Hence the AMC will be recalculated and difference will be reduced from the unit Cost.
- The AMC of ADF Scanner-B i.e. Rs 5/- is more than 8% of Unit Cost (i.e. Rs 60/-). Hence AMC will not be recalculated.

The recalculated price/s to be used for evaluation will be as under:

Item	No. of Units (A)	Unit Cost (Inclusive of 1 year warranty) (B)	AMC of each Unit (C)	Total Cost of 5 years (1 year warranty and 4 years AMC) $A*(B+C*4)$
ADF Scanner-A	50	100/-	8/-	6600/-
ADF Scanner-B	50	60/-	5/-	4000/-
ASD Scanner-C	50	50/-	4/-	3300/-

26. PRICE COMPOSITION:

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (*hardware, software etc.*) and services on a fixed price basis as part of the indicative commercial Bid inclusive of all costs including taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc.. at



the respective delivery location of the bank but exclusive of only applicable (in India) GST and Octroi / Entry Tax / equivalent local authority cess, which 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.

27. CONTACTING THE PURCHASER:

- 27.1. No Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the bid opening to the time the Empanelment of vendors is made.
- 27.2. Any effort by a Bidder to Influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

28. EMPANELMENT OF VENDORS AND RATE CONTRACT:

- 28.1. After completing the commercial evaluation process as per ITB Clause 25.2 , the Purchaser will select maximum three vendors (including L1) who have quoted lowest five years' TCO prices in respect of quantity mentioned in schedule of Requirement.
- 28.2. Purchaser will ask the L2 bidder and L3 bidder to match the item wise, five year TCO L1 prices quoted by the L1 bidder , i.e. cost with 1 year warranty and four years AMC, ensuring that the ADF scanner initial price is arrived at following the commercial evaluation process as per ITB Clause 25.2. If a vendor does not agree to this, an opportunity will be given to next eligible vendor.
- 28.3. By this method, names of three or less vendors will be selected whose prices for individual items will be uniform i.e. item-wise L1 prices.
- 28.4. The quantity of ADF scanners will be distributed amongst the selected bidders in following Ratio:
 - (A) In the ratio of **50:30:20**, between L1, L2 and L3, if L2 and L3 agree to supply at the rates of L1.
 - (B) In the ratio of **60:40**, between L1 and L2, if only L2 except L1, agrees to supply at the rates of L1.
 - (C) In the ratio of **65:35**, between L1 and L3, if only L3 except L1, agrees to supply at the rates of L1.
 - (D) If both L2 and L3 do not agree to supply at the rates of L1, Bank may place entire orders on L1 bidder.
- 28.5. Further, Bank reserves the right to change the ratio of distribution amongst the selected vendors at any stage during the execution of its project, if any of selected vendors, fails or delivered the ADF scanners beyond the delivery schedule mentioned in RFP.
- 28.6. The names of the selected vendor (s) will be circulated to all the Zonal Office/Field offices etc. who would procure the required items as per the rate contract. The



empanelment will be valid for a period of one (1) Year from the last date of signing the empanelment contract i.e. 10 days from the date of notification (inclusive) of empanelment, which may be extended at the discretion of the purchaser for a further period of 3-6 months.

28.7. Zonal Office/Field offices/Head Office will procure the ADF Scanners in different phases from the empanelled vendors for branches/offices falling under their jurisdiction, based on experience of meeting delivery schedules and availability of proper service support in the respective localities

29. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The Purchaser reserves the right to increase or decrease, the quantity of goods & services originally specified in the Schedule of Requirements / Bill of Material by upto 20% (rounded off to next whole number) without any change in price or other terms and conditions and would be valid for a period of 12 months from date of signing of contract.

30. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

31. NOTIFICATION OF EMPANELMENT:

31.1. Prior to expiration of the period of bid validity, the Purchaser will notify the Empanelled Bidder (s) in writing or cable/fax/email, further confirmed in writing by registered letter, that the bidder has been empanelled as vendor by the Purchaser for discrete procurement of ADF Scanners. Upon receiving the notification of empanelment, the selected vendors will have to submit their Escalation Matrix as per [Annexure 25](#).

31.2. The notification of empanelment will constitute the basis for formation of the Contract.

31.3. Upon notification of empanelment to empanelled Bidders, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause-15.

32. SIGNING OF CONTRACT

32.1. At the same time as the Purchaser notifies the Empanelled Bidder (s) that it's bid has been accepted for empanelment, the Purchaser will send the Bidder(s) the Empanelment Contract Form ([Annexure-11](#), already provided in the RFP), incorporating



all agreements between the parties.

32.2. Within 10 (Ten) days from notification of empanelment, the empanelled bidders shall sign and date the contract and return it to the Purchaser.

32.3. Failure of the Empanelled Bidder (s) to comply with the requirement of ITB clause 32.1 and 32.2 shall constitute sufficient grounds for the forfeiture of the bid security, in which event the Purchaser at its discretion may empanel the next ranked bidder.

33. CIRCULATION OF EMPANELMENT OF VENDORS:

Names, addresses and other details regarding branch/field offices of empanelled vendors along with terms and conditions will be circulated to all the Zonal Offices/field offices etc. of the purchaser, in the due course.

34. PROCUREMENT OF ITEMS :

34.1. The items as specified in Schedule of Requirement and other items as may be required from time to time throughout the period will be procured by respective Zonal Offices/Field Offices/ Head Office of the purchaser for its respective offices/ departments/ branches. For this purpose, concerned Zonal Office/Field Offices/Head office of the Purchaser will place orders directly on the short listed vendors at the prices of Rate Contract, based on experience of meeting delivery schedules, availability of proper service support in the respective localities.

34.2. Zonal Office(s)/Head Office of the purchaser will place purchase order for procurement of standard items, as required by them, upon the empanelled vendors, as per Rate Contract prices. The Procurement of items will be governed by "Conditions of Discrete Procurement" as given in Section 4 of the RFP.

35. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

35.1. The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers, without assigning any reason whatsoever.

35.2. Purchaser reserves the right to make any changes in the terms and condition of the purchase.

35.3. Purchaser will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

36. FALL CLAUSE:

The price once offered must remain constant and must not be subject to escalation during



the tenure of the empanelment. However, the entire benefits/ advantages arising out of fall in prices due to fall in cost of various components, taxes, duties etc. must be passed on to the Purchaser without the purchaser specifically asking for it.

37. INTEGRITY PACT

As per Central Vigilance Commission (CVC) directives, it is required that Empanelled Bidders/Vendors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. To ensure transparency, equity and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement an agreement between the prospective bidders/vendors and the Bank. Further, all bidders need to submit an “Integrity Pact” (duly sealed & signed) as per Annexure-30 of the RFP, on non judicial stamp paper of appropriate value in its technical bid. As per the above pact, the Bank has appointed two (02) number of 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
--	---

Signing of the Integrity Pact with the bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this RFP and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any Bidder/Vendor not submitting the prescribed undertaking (Integrity Pact) or submitting the same with deviations/ amendments thereto will be disqualified from further evaluation / participation in the process of relative procurement.



SECTION - 3- CONDITIONS OF EMPANELMENT CONTRACT (CEC)

1. DEFINITION:

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

- (a) **“The Purchaser”** means Allahabad Bank.
- (b) **“The Contract”** means the Empanelment-cum-Rate Contract entered into between the Purchaser and the Empanelled vendors, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (c) **“The Purchase Order”** means the purchase order placed upon the Empanelled vendor by Head Office/FGM Office/Zonal Office of the Purchaser.
- (d) **“The Goods”** means all of the equipment, machinery, and/or other materials including peripherals and software, which the empanelled vendor is required to supply to the Purchaser in terms of the purchase order placed upon the empanelled vendor by the Purchaser under the Contract.
- (e) **“Services”** means services ancillary to the supply of the Goods, such as transportation, insurance and any other incidental services, such as site preparation, installation, commissioning, provisioning of technical assistance, training and other obligations of the empanelled vendor covered under the Contract.
- (f) **“The Empanelled Vendor”** means the individual or firm empanelled by the Purchaser for purchase of goods.
- (g) **“Day”** means calendar day.

2. GOVERNING LANGUAGE:

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

3. APPLICABLE LAW:

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

4. NOTICES:

- ❖ Any notice given by one party to the other, pursuant to this Contract, shall be sent to



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

the other party in writing or by cable /fax/email and confirmed in writing to the other party's address specified below.

Purchaser : **ALLAHABAD BANK, HEAD OFFICE**
HEAD OFFICE
DEPARTMENT OF INFORMATION
2ND FLOOR, 2 - NETAJI SUBHAS ROAD
KOLKATA-700001 WB INDIA

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

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

5. **SCOPE OF WORK:**

- 5.1 The Bidder needs to Supply, install, commission and maintain the ADF SCANNERS for selected branches/offices located **pan India** meeting the Technical requirements mentioned in [Annexure-2](#).
- 5.2 Bidders can quote equivalent or higher technical specifications as mentioned in **Annexure - 2** to meet the Bank's requirements. However, no weightage would be given for higher configurations.
- 5.3 Bidder must submit comprehensive list of all spare parts of the ADF Scanner along-with the commercials as per Annexure 22 after completion of the reverse auction process. Only these prices will be applicable in case of any unforeseen natural calamities/ fire incidents which are not in the scope of the bid / RFP, during the contract period. The total cost of the all spare parts should not exceed 1.25 times of the CAPEX cost of the scanner. The Bidder has to provide an undertaking as per Annexure 22 stating that the aforesaid prices will be valid, in case of exigency which is not in the scope of the bid. These spare parts prices should be valid during Warranty & AMC period.
- 5.4 Bidder will be fully responsible for the manufacturer's warranty with respect to proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Bidder must warrant all equipments, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period, the vendor will have to maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.
- 5.5 Proposed ADF Scanner should be compatible with all Operating systems supported by Microsoft.



- 5.6 Bidder has to provide ADF Scanner with compatible Driver(s) and API & SDK (detailed in Annexure-2).
- 5.7 Bidder has to provide the required services and onsite support (at no additional cost to the bank) during warranty period and also during the post warranty period as per Bank's requirement.
- 5.8 The offer must include comprehensive on-site support (at no additional cost to the bank) during the warranty period of five years from the date of installation and commissioning of the individual equipment.
- 5.9 All the parts and components of items including plastic parts, rollers, adaptor etc shall be covered under comprehensive warranty including plastic parts and consumables.
- 5.10 Bidder shall carry out preventive maintenance at least once in quarter in consultation with the Bank's team during the warranty period. Preventive Maintenance will include replacement of worn-out parts, checking diagnostic etc. For preventive maintenance (PM), bidder should carry their own clean kits including cleaning materials required for completion of PM activity.
- 5.11 In case of significant failures of specific component, failed component has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the Bank's day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The Bidder is required to ensure that this kind of situation never arises.
- 5.12 Installation/re-installation, configuration/re-configuration of ADF scanner is to be carried out by the bidder during the contract period at no additional cost to the Bank, whatsoever the reason thereof.
- 5.13 Bidder should also provide training to the Bank's IT team to carry out installation & configuration of ADF scanner at branches. The detailed installation & configuration documentation along with required software, drivers etc should be provided to the Bank.

6. EMPANELLED VENDORS INTEGRITY:

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

7. EMPANELLED VENDORS OBLIGATIONS:

- 7.1. The Empanelled vendor is obliged to work closely with the Purchaser's staff, act within



its own authority and abide by directives issued by the Purchaser and implementation activities.

- 7.2. The Empanelled vendor will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Empanelled vendor's negligence. The Empanelled vendor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- 7.3. The Empanelled vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanours.
- 7.4. The Empanelled vendor is under obligation to supply goods and services as per the supply orders received from various zones/offices from time to time within the empanelment period.
- 7.5. The Empanelled vendors will treat as confidential, all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

8. USE OF CONTRACT DOCUMENTS AND INFORMATION :

- 8.1. The Empanelled Vendor shall not, without the Purchaser's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Empanelled Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance.
- 8.2. The Empanelled Vendor shall not, without the Purchaser's prior written consent, make use of any document or information related to bank except for purposes of performing the Contract.
- 8.3. Any document, other than the Contract itself, enumerated shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Empanelled vendors' performance under the Contract, if so required by the Purchaser.
- 8.4. The Empanelled vendor shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.



9. PATENT RIGHT :

- 9.1. The Empanelled vendors shall indemnify the Purchaser 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.
- 9.2. 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 vendor shall act expeditiously to extinguish such claims. If the Empanelled vendor fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the Empanelled vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the vendor of such claims, if it is made, without delay.

10. EXECUTION OF NON-DISCLOSURE AGREEMENT

The successful Bidder(s) who have been empanelled should execute Non-disclosure Agreement (NDA) as per Annexure-19 within one month from the date of acceptance of Letter of Intent.

11. INSPECTIONS AND TESTS :

- 11.1. The Purchaser or its representative shall have the right to make Factory inspection and testing of equipment at no extra cost to the Purchaser to confirm the conformity of the equipments offered to the requirement of the Purchaser
- 11.2. The inspection and testing will be conducted by the Purchaser, their consultant or any other such person nominated by the Purchaser at its option.
- 11.3. The Factory inspection of goods will be conducted on the premises of the vendor/OEM or its sub contractor(s). All reasonable facilities and assistance, including access to drawings and production data for such inspections shall be furnished by the vendor to the inspectors at no charge to the Purchaser.

12. TERMINATION FOR DEFAULT:

- 12.1. The Purchaser 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 Empanelled vendor 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 Purchaser or



- b) If the Empanelled vendor fails to perform any other obligation(s) under the Contract.
 - c) If the Empanelled vendor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 12.1 above, the Purchaser 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 Purchaser 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.

13. FORCE MAJEURE :

- 13.1. Notwithstanding the provisions of CDP clauses 18 & 19 and CEC clause 10, the vendor shall not be liable for forfeiture of its Bid security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 13.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 13.3. If a Force Majeure situation arises, the vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. TERMINATION OF CONTRACT:

14.1. FOR INSOLVENCY :

The Purchaser may at any time terminate the contract by giving written notice to the supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

14.2. FOR CONVENIENCE:

14.2.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of



termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

14.2.2. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods and Services, the Purchaser may elect -

- a) To have any portion completed and delivered at the Contract terms and prices; and/or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods & Services and for materials & parts previously procured by the Supplier.

15. RESOLUTION OF DISPUTES :

15.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or, in connection with the Contract.

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

15.3. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

15.4. The packing, marking and documentation within and out-side the packages shall comply strictly with such special requirements as shall be expressly provided for, in the Contract, including additional requirements, if any, specified in the CPC and in any subsequent instructions ordered by the Purchaser.

16. CONTRACT AMENDMENT :

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



17. ASSIGNMENT :

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

18. CORRUPT OR FRAUDULENT PRACTICES :

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

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

And

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

18.2. 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.

18.3. 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 - 4- CONDITIONS OF DISCRETE PROCUREMENT (CDP)

1. DEFINITION:

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

- (a) "The Purchaser" means Allahabad Bank.
- (b) "The Contract" means the Empanelment-Cum-Rate Contract entered into between the Purchaser and the Empanelled vendors, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "The Purchase Order" means the purchase order placed upon the Empanelled vendor by Zonal office of the Purchaser.
- (d) "The Goods" means all of the equipment, machinery, and/or other materials including peripherals and software, which the Empanelled vendor is required to supply to the Purchaser in terms of the purchase order placed upon the Empanelled vendor by the Purchaser under the Contract.
- (e) "Services" means services ancillary to the supply of the Goods, such as transportation, insurance and any other incidental services, such as site preparation, installation, commissioning, provision of technical assistance, training and other obligations of the Empanelled vendor covered under the Contract.
- (f) "The Empanelled Vendor" means the individual or firm empanelled by the Purchaser for purchase of goods.
- (g) "Day" means calendar day.

2. GOVERNING LANGUAGE :

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

3. APPLICATION :

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

4. STANDARDS :

The Goods supplied in terms of the purchase order placed upon the Empanelled vendor



by the Purchaser under this Contract shall conform to the standards mentioned in the Technical Specifications and elsewhere in the RFP.

5. PERFORMANCE SECURITY :

- a) The Empanelled vendors, on whom any purchase order will be placed by Head Office/Zonal Office/FGM of the Purchaser, will be required to furnish Performance Security as per [Annexure-12](#) to the Purchaser for an amount of 10% of the total order value of the equipment valid up to 60 (Sixty) days beyond the date of completion of 5 (Five) years (1 year warranty + 4 year AMC) from the start of warranty period.
- b) The estimated total order value shall be notified to the Empanelled vendors in the Notification of Empanelment and will be estimated per the ratio mentioned in ITB Clause 28.4.
- c) **The empanelled vendors shall be required to provide a cumulative monthly location-wise statement of the ADF scanners as per the format provided by the Head Office, within the 10th of the subsequent month . In case the order received by the Empanelled vendor exceeds the threshold, a fresh PBG with 10% of the exceeded value should be submitted by the empanelled vendor valid for a period of five years plus 60 days. A declaration for the same has to be provided by the Bidder.**
- d) The Performance Security should be furnished to the Head Office of the Purchaser, who has placed the Purchase Order before release of payment for goods supplied.
- e) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- f) The Performance Security shall be denominated in Indian rupees only, and shall be in the form of a bank guarantee issued by a Scheduled Commercial bank operating in India.
- g) The performance securities will be discharged by the Purchaser and returned to the vendor not later than 30 (Thirty) days following the date of completion of the Supplier's performance obligations with respect to date of successful installation & commissioning, including warranty and maintenance obligations.

6. INSPECTIONS AND TESTS:

PRE-DELIVERY INSPECTION & ACCEPTANCE:

- a) The Purchaser or its representative, at its discretion, shall have the right to make Pre-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 may be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option. The Purchaser shall notify the Vendor in writing of the identity of any representatives retained for these purposes.
- b) At purchaser's discretion, the Pre-Delivery Inspection of Goods may be conducted on the premises of the Vendor/OEM or its subcontractor(s). All reasonable facilities and assistance, including access to drawings and production data for such inspections shall be furnished by the Vendor to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Vendor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- c) The acceptance/performance test will be performed after completion of installation and commissioning of all the machines at the site or installation. Complete hardware and/or Software, as specified in the Purchase Order must have been supplied, installed and commissioned properly by the Vendor 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 Vendor 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 Vendor 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.
- d) The Scanners shall also undergo diagnostic tests to verify the working under various OS/Environment.
- e) 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 Vendor 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.
- f) 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 Vendor.
- g) The Purchaser's right to inspect, test and, wherever necessary, reject the Goods after the Goods' arrival at destination, shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the shipment of the goods.



MANUALS:

- h) Before the goods and equipment are taken over by the Purchaser, the Vendor shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- i) The manuals shall be in the ruling language (English).
- j) Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such manuals have been supplied to the Purchaser.

FOR SYSTEM & OTHER SOFTWARE THE FOLLOWINGS WILL APPLY:

- k) The Purchaser reserves the right to review the user/technical documentation of the proposed software to verify compliance with the technical specifications included in the RFP.
- l) The Empanelled Vendor(s) shall provide complete and legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Vendor shall also provide licensed software for all software products, whether developed by it or acquired from others. The Vendor shall also indemnify the Purchaser against any levies/penalties on account of any default in this regard.

7. PACKING:

- a) The Empanelled Vendor(s) will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink with the following -
 - I. Contract No.:
 - II. Purchase Order No.,
 - III. Vendor's Name;
 - IV. Packing List Reference Number.
- b) The Empanelled Vendor(s) shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy



handling facilities at all points in transit.

8. DELIVERY AND DOCUMENTS:

- a) Delivery of the goods shall be made by the Empanelled Vendor(s) within 4 (Four) weeks from Receipt of Purchase Order from the concerned office of the Purchaser. The goods must be supplied with their original and complete printed documentation.
- b) The Empanelled vendor, on whom any purchase order will be placed by Head Office/Zonal Office/Field Office of the Purchaser, will be required to acknowledge and update the status of Purchase order to the purchaser within 2 weeks of receipt of order. Non adherence to above may lead to the cancellation of order without further notice.
- c) For goods manufactured in India or goods of foreign origin already located in India, all activities to transport the equipments to ultimate destination for delivery as per delivery schedule will be the responsibility of the Bidder. For goods offered from outside India, all activities to clear the goods and transport the equipments to ultimate destination for delivery as per delivery schedule will be the responsibility of the Bidder. The Bidder will be solely responsible for complying with any applicable export/import regulations. The Purchaser will in no way be responsible for any Deemed Export benefit that may be available to the Bidder.
- d) Within 24 hours of despatch, the Empanelled Vendor shall notify the Purchaser and the Insurance Company by Cable/fax etc. the full details of the despatch including Contract No., Purchase Order No., Description of Goods, Serial No. of goods, quantity, despatch particulars and the date and name of the consignee etc. The Vendor shall mail the following documents to the Purchaser with a copy to the Insurance Company.
Original and three copies of –
 - a) The Empanelled Vendor's invoice showing purchase order number, goods description, serial number/s of goods, quantity, unit price, total amount;
 - b) Delivery note, packing list;
 - c) Insurance certificate;
 - d) Vendor's certificate ([Annexure-15](#)) that the delivered goods are brand new in all its components and conform to the technical specifications required by the Purchaser. In case of software, the Vendor should certify that the software supplied to the Purchaser is licensed and legally obtained;
 - e) Manufacturer's/ Vendor's warranty certificate;
 - f) Excise gate pass/ octroi receipts, wherever applicable duly sealed indicating payments made; and
 - g) Any other document evidencing payment of statutory levies.

The above documents shall be received by the Purchaser before arrival of the Goods (*except when the goods are delivered directly to the consignee*) and if not received;



Vendor will be responsible for any consequent expenses.

9. INSURANCE:

- 9.1 The goods supplied shall be fully insured by the Empanelled vendor in Indian Rupees only for an amount equal to 110% of the CIP Destination value of the goods from “warehouse to warehouse (Final Destination)” on “All Risks” basis including War Risks and Strike clauses *valid for a period not less than 3 months after installation and commissioning and issue of acceptance certificate by the Purchaser* **and no separate charges will be paid by the purchaser.**
- 9.2 Should any loss or damage occur, the Vendor shall -
- a) Initiate and pursue claim till settlement, and
 - b) Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

10. INCIDENTAL SERVICES:

The Empanelled Vendor will be required to provide the following services -

- a) Performance of on-site assembly and start-up of the supplied equipment & related software.
- b) Installation of the equipments and labelling of the equipment details required for lodging complaints in case of any malfunctioning. The details should include
 - i. Name of the Empanelled vendor
 - ii. Equipment Sl. No
 - iii. Date of Installation
 - iv. Warranty/AMC up-to:
 - v. Call logging no. -
 - vi. Email id for call logging: etc.
- c) Timely and proper maintenance of the supplied Goods.
- d) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment.
- e) Performance or maintenance of the supplied Goods; for a period of five years (1 year onsite comprehensive Warranty + 4 year comprehensive AMC), provided that this service shall not relieve the Vendor of any Warranty obligations.
- f) Quarterly preventive maintenance of the supplied hardware for a period of five years (1 year onsite comprehensive Warranty + 4 year comprehensive AMC).

11. SPARE PARTS:

- 11.1 The Empanelled Vendor shall carry sufficient inventories to assure ex-stock supply of consumables and spares at the concerned support site(s). Vendor shall ensure the availability of after sales service for period of five years.



- 11.2 If any of the peripherals, components are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent or higher capacity at no additional charges to the Purchaser.
- 11.3 The Empanelled vendor should quote the price of all the spare parts of the scanners as per Annexure- 22 including consumables **after completion of the reverse auction process** which would remain valid during the period of contract i.e. 5 years (1 year onsite comprehensive Warranty + 4 year comprehensive AMC). The sum total prices of all the scanner parts as per the Annexure-22 should not exceed 1.25 times the CAPEX cost of one scanner. Bank will purchase the spare parts **only in case of any unforeseen natural calamities/ fire incidents** which are not in the scope of the bid / RFP, the vendor has to replace any spare part with no additional cost to the bank during the warranty period.
- 11.4 The Empanelled Vendor should submit Annexure 22 along with the Final Commercial Bid with break up as per Annexure 21, on the next working day after completion of reverse auction process.

12. WARRANTY AND POST WARRANTY MAINTENANCE:

WARRANTY:

- 12.1 The Empanelled vendor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials. The Empanelled Vendor further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
- 12.2 This warranty shall remain valid for a period of 1 year after the Goods have been delivered to and accepted at the final destination after proper installation and commissioning. Any deviation to the warranty period mentioned above may be liable for rejection of bid.
- 12.3 Free on-site maintenance services (at no additional cost to the bank) like periodic cleaning of scanners shall be provided by the Vendor during the period of warranty and quarterly preventive maintenance.
- 12.4 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 12.5 Upon receipt of such notice, the vendor shall, within 24 hours (for North East states 48 hours) repair or replace the defective goods or parts thereof, without any cost to the Purchaser.



- 12.6 If the Empanelled Vendor, having been notified, fails to remedy the defect(s) within a reasonable period as specified above, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
- a) Bidder has to provide the required services and onsite support (at no additional cost to the bank) during warranty period and also during the post warranty period as per Bank's requirement.
 - b) The offer must include comprehensive on-site support (at no additional cost to the bank) during the warranty period of One year from the date of installation and commissioning of the individual equipment separately.
 - c) All the parts and components of items would be covered under comprehensive warranty including plastic parts & rollers etc.
 - d) Bidder shall carry out preventive maintenance at least once in quarter in consultation with the Bank's team during the warranty period as well as the subsequent AMC period. Preventive Maintenance will include replacement of worn-out parts, checking diagnostic etc. For preventive maintenance (PM), bidder should carry their own cleaning kits including cleaning materials required for completion of PM activity
 - e) In case of significant failures of specific component, failed component has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the Bank's day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The Bidder is required to ensure that this kind of situation never arises.
- 12.7 Installation/re-installation, configuration/re-configuration of ADF scanner is to be carried out by the bidder during the contract period at no additional cost to the Bank, whatsoever the reason thereof.
- 12.8 The Empanelled Vendor must provide the following warranties -
- a) The equipment proposed is complete in every way.
 - b) The hardware/software specification, capabilities and performance characteristics are as stated in the vendor's proposal and accompanying documentation.
 - c) The Vendor will offer the Purchaser all technological updates, cost reductions and facilities which are offered to other clients during the contract tenure.
 - d) If during the warranty period, any equipment has a hardware failure on three or more occasions in a quarter, the Vendor shall replace the entire unit or component with another of at least the same quality and performance



specifications at no cost to the Purchaser.

- e) It may be noted that in case of ADF Scanners all parts are to be covered under warranty and AMC period.
- f) In case of damage caused due to short circuit incidents, if both the scanner and PC unit/other computer peripherals is burnt then the warranty will be void. In case of only scanner damage, the warranty must hold.

POST-WARRANTY MAINTENANCE SERVICE:

- 12.9 The terms for providing post-warranty maintenance including supply of spare parts are detailed in the Standard AMC Agreement format [Annexure-28](#). The post-warranty AMC charges should remain unchanged during the TCO period of 5 years.
- 12.10 After expiry of the warranty period, annual maintenance and repairs of the entire systems will be done by the Vendor and all services available during warranty period will also be made available during post-warranty AMC period.
- 12.11 The maximum response time for maintenance complaint from any of the destination (i.e. Time required for Vendor's maintenance engineer to report at the installation site after a call is logged in writing or through telephone/e- mail) shall not exceed 24 hours and the rectification of the issue by repair or replacement of the scanner/parts should not exceed 48 hours
- 12.12 All the parts and components of items would be covered under comprehensive post-warranty maintenance/AMC including plastic parts & rollers etc.
- 12.13 In case of failure on the part of empanelled vendor, to maintain the equipment as per the AMC agreement & terms of RFP, Bank will have to the right to forfeit the performance security submitted by the Bidder

13. SERVICE LEVEL AGREEMENT & PENALTY:

- 13.1 The Empanelled vendor shall execute all the Purchase Orders placed by the Bank. If any purchase order placed by the Bank is not executed by the empanelled vendor within the stipulated time as mentioned in RFP then the penalty of 5% of order value will be deducted from any of the previous payments due to the empanelled vendor.
- 13.2 If the Selected Vendor fails to deliver any or all of the Goods within the time period of four (4) weeks from the date of the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the Purchase Order, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract



price.

- 13.3 The Bidder will take total responsibility for the fault free operation and on-site support (at no additional cost to the bank) & maintenance (without any extra cost) of ADF scanner during the warranty/AMC period for duration of five years. The bidder will accomplish preventive and breakdown maintenance activities to ensure that the ADF Scanner works without defect or interruption of operation and give at least 97% uptime for 24 hours a day for all 7 days of a week of operation of the machine, on a per scanner per site. Deviation of every 1% or part there of deviation, there will be a penalty of 1% of the cost of faulty ADF Scanner, including taxes which will be charged during the warranty period.
- 13.4 The maximum permissible downtime for any equipment is 4 hours at a time. In case an item is not usable beyond the maximum permissible downtime, the Vendor will be required to arrange for an immediate replacement of the same by temporary substitute (of equivalent or higher configuration) till it is repaired. Failure to meet the above standards of maintenance will be liable for a penalty of Rs.500/- per week per item. The amount of penalty in a year for particular item will be maximum upto 10% of the order value of that item. The amount of penalty would be recovered from any payment due to the bidder or Performance Bank Guarantee.
- 13.5 The Empanelled Vendor shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of the equipment and prices of the equipments like brush and others should be borne by the vendor) once at least in every 90 days in addition to the normal maintenance required. The original PM reports duly signed and stamped both by the Branch and the vendor (for all the quarters) should be submitted to the branch/office wherein the ADF Scanner is commissioned. Non compliance of quarterly PM activity will attract 1/4th of yearly AMC amount per ADF scanner.
- 13.6 The total penalty amount (excluding LD penalty) in a year for particular item will be maximum upto 10% of the order value of that faulty item.

14. PROOF OF CONCEPT:

The selected Bidder (s) shall temporarily provide a Proof of Concept (POC) setup comprising the ADF Scanners, including all requisite components, within 7 days of intimation of selection in three locations, notified by the Bank. The POC on the proposed devices will be done at no additional cost to the Bank for the period of 15 days. The scanner and supporting software should be same as that proposed by the Bidder in the Bid. The POC should demonstrate all the technical specifications mentioned in Annexure-2.

Any purchase order will be placed only after satisfactory completion of the POC activity



and submission of POC certificate duly signed by the concerned branch and vendor, mentioning all the points in Annexure-2 have been complied with. If the Bank is not satisfied with the performance of the Bidder in POC, Bank has right to reject the Bidder. The delay in providing POC setup may lead to a penalty of INR 5000/- per week or part thereof for the delayed period i.e. beyond 7 days of intimation of selection. Such penalty, if any, shall be realized from the payments becoming due as per the terms of this RFP. The purpose of POC is to ensure integration of scanners to be supplied with Bank's existing DMS (Document Management System) setup. Bidder would support the Bank's SI wherever such assistance is required.

15. TERMS OF PAYMENT:

- 15.1 Consequent upon its selection, the Empanelled vendor along with the acceptance letter shall submit the details of the Bank Account (Account Number, Name of the Bank where account is maintained, IFSC Code etc., as required for electronic mode of payment) authenticated by the Authorised signatory. Any change in the above, should immediately be intimated to the Purchaser, duly authenticated by the Authorised Signatory of the Empanelled vendor. The Empanelled Vendor's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing, as appropriate, the Goods delivered and services performed, the documents submitted and upon fulfilment of other obligations stipulated in the Contract.
- 15.2 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days of submission of the invoice/claim, supported by all required documents, by the Empanelled Vendor. Payment will be made to the Empanelled Vendor in Indian Rupees only
- 15.3 Empanelled vendor should raise invoices branch/location-wise clearly stating the GST number pertaining to that particular state

15.4 PAYMENT FOR THE ADF SCANNERS:

- **Payment on Delivery and installation of Goods:** Site-wise Payment of 90% of the cost of equipment shall be made by respective Zonal Office/FGM office of the Purchaser, who have placed the purchase order, on receipt of the specified goods, successful installation and commissioning at the site, submission of the documents specified (CDP Clause 8) and on submission of Performance Security pursuant to CDP Clause 5.

In case installation of equipments is delayed due to any reason attributable to the Bank and delay is more than 30 days from the date of delivery then 90% of the cost of equipments will be released after submission of undertaking by the vendor that installation will be carried out as and when required by the Bank.

- **Final Payment:** Site-wise Payment of balance 10% of the cost of the equipment shall be made by the Purchaser, after one month of successful installation and



commissioning at the site. *If the installation and commissioning is delayed by more than 45 days due to reasons which are attributable to the bank, the concerned office shall release the remaining payment (10%) after 45 days and before 60 days.*

15.5 PAYMENT OF ANNUAL MAINTENANCE CHARGES:

Site-wise annual maintenance (after warranty period) for the equipment shall be paid by the concerned Zonal Office/Head Office/Field Office of the Purchaser who has placed the purchase order, on yearly basis in advance, at the agreed rates, within thirty days from the date of completion of warranty/maintenance period, subject to satisfactory services rendered during the previous year of warranty/maintenance and on submission necessary documents for AMC agreement to the concerned office. The Empanelled vendor must submit the quarterly Preventive maintenance reports, as well as all visit reports along with the invoice for payment of AMC charges

The AMC amount shall be released (after warranty period) on entering into an Agreement by the concerned Zonal Office/Field Office/Head Office as per Standard AMC Agreement Format (Refer Annexure 28) with the Purchaser for Annual Maintenance of the supplied goods.

16. PRICES:

The prices once offered for the ADF Scanners and parts must remain firm and must not be subject to escalation during execution of the purchase order. However, the entire benefits/advantages arising out of fall in prices, taxes, duties or any other reason, must be passed on to the Purchaser without the Purchaser specifically asking for it.

17. CHANGE IN ORDERS:

17.1. The Purchaser may at any time, by written order given to the Empanelled Vendor, make changes within the general scope of the purchase order in any one or more of the following:

- (a) Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipment or packing;
- (c) The place of delivery and / or
- (d) The Services to be provided by the Vendor

17.2. If any such change causes an increase or decrease in the cost of, or the time required for the Empanelled Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's change order.



18. DELAYS IN THE EMPANELLED VENDOR'S PERFORMANCE:

- 18.1. Delivery of the Goods and performance of the Services shall be made by the Vendor in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.
- 18.2. If at any time during performance of the purchase order, the Empanelled Vendor should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 18.3. Except as provided under CEC Clause 13, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages pursuant to Clause 19, unless an extension of time is agreed upon pursuant to CDP Clause 18.2 without the application of liquidated damages.

19. LIQUIDATED DAMAGES:

Subject to CEC Clause 5, if the Empanelled Vendor fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, upto a *maximum deduction of 10% of the contract price.*

20. TAXES AND DUTIES:

- 20.1. The Empanelled Vendor will be entirely responsible to pay all taxes including corporate tax, duties, license fees, octroi, road permits etc. in connection with delivery of goods at site including incidental services and commissioning.
- 20.2. 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 Empanelled Vendor. 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 Empanelled Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Empanelled Vendor in respect of this Contract.
- 20.3. GST and Octroi / Entry Tax / equivalent local authority cess, applicable should be



clearly mentioned separately which 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.

20.4. The Empanelled Vendor has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.

20.5. In case of applicable taxes i.e. GST (CGST/SGST/IGST), if applicable as per Government rules, it will be the responsibility of the bidder to make payment of taxes to concerned department. In case, at any later date, any penalty levied for default in making the payment of GST, the same will have to be borne by the bidder and not by the Bank

21. SITE PREPARATION:

The Empanelled Vendor will be required to perform a site inspection at its own cost to verify the appropriateness of the sites before the commencement of delivery. The Empanelled Vendor will guide and provide the necessary layout plan and such other information to the Purchaser for preparation of site. Thereafter the Empanelled Vendor shall inspect the site to verify its appropriateness before installation of the equipments.

22. ADF SCANNERS INSTALLATION:

22.1. The Empanelled Vendor will promptly install the delivered goods at the designated installation sites. The Empanelled Vendor is responsible for installation and configuration of systems at sites including unpacking of cartons / boxes, assembling, wiring, cabling between hardware units and connecting to power supplies. The Empanelled Vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites. Subsequent to successful installation the Empanelled vendor should ensure labelling of the equipments with details required for lodging complaints in case of any malfunctioning. The details should include:

- i. Name of the Empanelled vendor:
- ii. Equipment Sl. No:
- iii. Date of Installation:
- iv. Warranty/AMC up-to:
- v. Call logging no.:
- vi. Email id for call logging: etc.

22.2. The Empanelled Vendor must integrate hardware and software components supplied by them to ensure inter-working of hardware and software. The Empanelled Vendor will also be responsible for cooperating with the Purchaser and/or its application software vendor(s)/personnel (s), who will integrate the ADF Scanners, to Purchasers



existing software/Hardware systems, to ensure that the integrated systems are fully functional.

- 22.3. The Purchaser reserves the right to shift any equipment delivered by the Empanelled Vendor from one destination to another at its cost for which the Empanelled Vendor shall extend all assistance and install the equipment at the new site.

23. ADF SCANNERS MAINTENANCE:

23.1. The Empanelled Vendor will carry out quarterly preventive and corrective maintenance activities to ensure that all hardware perform without defect or interruption for at least 97% quarterly uptime for 24 hours a day for all 7 days of a week of operation of the machine, on a per scanner per site. The uptime will be calculated on quarterly basis and any deviation in the uptime will result in Penalty as per Clause 13.

23.2. If any critical component of the entire configuration is out of service for two days or more, the Vendor shall immediately replace the defective unit with a new unit of equivalent or higher performance at no cost to the Purchaser.

23.3. The Empanelled Vendor will respond to a service call and commence repair work on the equipment within 4 hours of being notified of equipment malfunction/ failure.

23.4. The Empanelled Vendor will not subcontract or delegate or permit anyone other than its own personnel to provide maintenance services during warranty and maintenance period without the prior written consent of the Purchaser. In such a case, the Purchaser will have the discretion to forfeit the Performance Security.

24. TRAINING:

For items being procured, the Empanelled Vendor may be asked to train upon its installation, the designated end-user (personnel of the Purchaser) to effectively operate the ADF Scanner. The training shall also cover use of various features of the related H/W and/or S/W, as the case may be.

25. TECHNICAL DOCUMENTATION:

The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

26. RIGHT TO USE DEFECTIVE GOODS:

If after delivery, acceptance & installation and within the Warranty & Post Warranty



period (Clause 12), the operation or use of the Goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such Goods until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

27. ORDER CANCELLATIONS:

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

- 27.1. Delay in delivery and installation of beyond a period of 45 days from the date of purchase order.
- 27.2. Serious discrepancy in hardware noticed during the pre-despatch inspection, if any.
- 27.3. Breach by the Vendor of any terms and conditions of tender.
- 27.4. If the vendor goes into liquidation voluntarily or otherwise.
- 27.5. In addition to the cancellation of purchase order, the purchaser reserves the right to forfeit the Security Deposit/Performance guarantee submitted to the purchaser by the vendor.

28. GUARANTEES:

The equipment must conform to the highest quality and standard. In case of software, the vendor should guarantee that the software supplied is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation. Consistency must be maintained for the entire lot of the equipment ordered. All the required quantity of an item, mentioned in the schedule of requirement (of any purchase order issued), must be of the same brand and same model number. Part numbers also must be same for all pieces of an item. The vendor should not substitute any internal components or subsystems or equipments by similar items from a different manufacturer. All the equipments and peripherals should be supplied with the relevant interface cables.

29. PUBLICITY:

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



SECTION - 5 SCHEDULE OF REQUIREMENTS

1. BRIEF DESCRIPTION :

Supply, Installation and Commissioning of ADF Scanners as listed under:

Item wise expected quantities of computer hardware and system software to be procured under the proposed contract:

SI No	Item	Quantity Required
1	ADF Scanners	2500

Commercial Evaluation, as per ITB clause 25.2 will be done based on the above finalized requirements. The quantity required mentioned above is tentative in nature and may increase or decrease as per the need of the Bank.

2. DESTINATIONS OF DELIVERY :

The destinations at which the deliveries are expected shall be informed to the bidder along with PO. The Purchaser reserves the right at its discretion to add new destination, delete any destination or replace any destination with new destination. The purchaser reserves the right to provide the Purchase Order in phases in synchronization with project implementation strategy. The supplier has to make deliveries at all locations as detailed in purchase order and Order may be placed for any location of the purchaser across India.

3. DELIVERY SCHEDULE:

3.1 The delivery of the equipments ordered, should be affected within 4 (four) weeks of placement of purchase order.

3.2 The Purchaser reserves the right to provide purchase award in phases in synchronization with the project implementation strategy.

4. BID SECURITY:

The Bid Security should be in Indian Rupees of Rs. **25,00,000/- (Rupees Twenty Five lakh only)**.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

SECTION - 6 - SPECIFICATIONS AND FORMATS

ANNEXURE 1 - BID FORM

Ref No.:

Date:

The Chief Manager(IT)
Allahabad Bank
Dept of Information Technology
Head Office, 2nd Floor, 2 - Netaji Subhas Road
Kolkata -700 001 WB INDIA

Having examined the RFP (Ref. No. **REF NO: HO/DIT/ADF-EMPANELMENT/2019-20/129** **DATE: 18.04.2019**) including all Annexure, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to supply and deliver the Hardware, Peripherals and services including installation and commissioning in conformity with the said RFP in accordance with the Schedule of prices indicated in the commercial offer and made part of this bid.

I/We undertake, if our bid is accepted, to deliver the Goods & Services in accordance with the delivery schedule specified in the Schedule of Requirements.

I/We agree to abide by this bid for the period of **180 days after** the date fixed for opening of Technical bid, by the Bank, through the referred RFP or any of the addenda and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with the bank's written acceptance thereof and bank's notification of award, shall constitute a binding Contract between us.

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

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

Address of Bidder for Single Point of Contact:

(With Name & relevant details like phone number)

.....

I/We understand that the bank is not bound to accept the lowest or any bid the bank may receive.

Place:

Date:

Seal & Signature
Authorized Signatory

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



ANNEXURE 2 – TECHNICAL SPECIFICATIONS OF ADF SCANNERS

REF NO: HO/DIT/ADF-EMPANELMENT/2019-20/129

DATE: 18.04.2019

Sr. No	Specification			Bidder's Compliance (Y/N)
	Parameter	Requirement	Bidder's Offer	
1	Type	ADF Scanner (Straight Path Single-Pass Duplex)	Make & Model	
2	Technology	Contact Image Sensor (CIS)		
3	Optical Resolution	600 DPI x 600 DPI		
4	Scanning Resolution	100 DPI to 600 DPI		
5	Speed	30 PPM / 60 IPM (Both Monochrome & Colour @ 200 DPI) or higher		
6	ADF Capacity	Upto 50 sheets or higher		
7	Colour Depth	24 bit		
8	Paper Weight Handling Capacity	50 GSM to 200 GSM		
9	Daily duty cycle	3000 sheets per day and above		
10	Document / Paper Size	Upto Legal (8.5 x 14 inches) size or higher		
11	Document Sensing	Ultrasonic (Multi-feed detection, Document protection capabilities)		
12	OS Compatibility	Windows (all versions, 32 bit & 64 bit)		
13	Interface	Both USB 2.0 & 3.0 compatibility.		
14	Other Capabilities	OCR		
15	Scan file formats	PDF, Searchable-PDF, JPG, JPEG, PNG, BMP, TIFF, Multi-TIFF, Doc(x) & XLS(x)		
16	Features	Dynamic skew correction, Background noise removal, Barcode reading for file separation and file naming etc.		
17	S/w capabilities	1. Facility to randomly select scanned pages and save the selected pages to single output file.		



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

		<ol style="list-style-type: none">2. Capability to Insert higher, lower or same resolution scan pages in already scanned set (before saving into file).3. Scanning of bigger sheets (greater than legal size) viz., document stitching4. Barcode reading and utilisation for segregation, output file naming etc.5. Auto page size detection, Auto colour detection, Automatic rotation, Auto cropping, Edge correction, assisted scanning for image enhancement. etc.		
18	Consumables	All consumables including plastic parts, rollers, adaptor to be covered under one (01) year of comprehensive on-site OEM warranty plus four (04) years of comprehensive AMC.		
19	Bundled S/w	<ol style="list-style-type: none">1. OEM provided TWAIN, WIA & ISIS drivers and any other driver/s required for software integration need to be provided by the bidder at no additional cost.2. SDK for .Net and Java platforms for accessing scanner and scanned images through Desktop Application as well as Web Application.3. Other OEM provided software(s). <p>(All operations / features/ technicalities / thresholds requested in the Technical specifications-Annexure2 should be available using all the drivers asked for and also through integrations using SDK for .Net and Java platforms).</p>		
20	Energy Efficiency/ Certification	Energy Star		
21	Warranty / AMC:	01 (one) year of comprehensive on-site OEM warranty plus 04 (four) years of comprehensive AMC.		



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 3 - BID SECURITY FORM

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)
(ON A NON-JUDICIAL STAMP PAPER)

Bank Guarantee No.

Date:

To:

The Chief Manager
Allahabad Bank
Head Office
Dept of Information Technology
2nd Floor, 2 - Netaji Subhas Road
Kolkata -700 001 WB INDIA

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated_____ (date of submission of bid) for supply and maintenance of "ADF Scanners" Of Allahabad Bank in response to Bank's Request for Proposal Ref No. REF NO: HO/DIT/ADF-EMPANELMENT/2019-20/129 DATE: 18.04.2019 (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 bank) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK (hereinafter called "the Purchaser") in the sum of _____ 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 withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

In case of successful bidder, if the bidder :

fails or refuses to sign the Contract Form; or

fails or refuses to furnish the Security, in accordance with the Terms & Conditions of the RFP or Contract

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

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



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

Notwithstanding any other term contained herein
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
the total liability of Bank under this guarantee shall be limited to 23,00,000/- (Rupees Twenty
Three Lakh only).

Date:

Place :

SEAL Code No. SIGNATURE.

NOTE :

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



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 4 - PERFORMANCE STATEMENT FORMAT
(FOR A PERIOD OF LAST THREE YEARS)

REF NO: HO/DIT/ADF-EMPANELMENT/2019-20/129

DATE: 18.04.2019

Name of the Bidder: _____.

Sr No	Name and the Full Address of the Purchaser	Purchase Order Number and Date	Description of the Document Scanner		Value of Order	Date of Completion of delivery	
			Type/Make / Model)	Quantity of ordered items		As per order	Actual

Attach CLEAR copies of Purchase Orders, Delivery and installation proof of the above mentioned items & credential letter (in same order as appearing in the Annexure above & all duly authenticated under seal by authorised signatory of bidder).

Date:

Seal and Signature of Authorized Signatory



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 5 – CREDENTIAL LETTER

(To be submitted on the letter head of the Concerned Organisation)

Ref No

Date:

To :

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

Sir,

M/s _____ is/was our vendor upto _____ for supply and maintenance of the following Hardware items:

Sr No	Item	Make & Model	Quantity
1	Document / ADF Scanner		

The supply and maintenance support from the vendor M/s _____

_____ is/was satisfactory.

Place:

Date:

Seal & Signature
(For Bank/Financial Institution/Organisation)



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 6 – DETAILS OF OFFICES

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

Ref No.:

Date:

To :

**The Chief Manager(IT)
Allahabad Bank Head Office,
Department of Information Technology
2nd Floor, 2 - Netaji Subhas Road
Kolkata – 700 001 (WB) INDIA**

Sir,

REF NO: HO/DIT/ADF-EMPANELMENT/2019-20/129 dated: 18.04.2019

We have permanent offices at the following locations across India:

Sl No	Location & Address	Contact Person and details	Phone Number and email address
1			
2			
3			
4			
5			
6			



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

7			
8			

Seal & Signature of Authorized signatory: _____

**ALLAHABAD BANK**

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE-7 SERVICE SUPPORT DETAILS

(Please prepare & provide **list strictly as per following format and in same order of locations**)

REF NO: HO/DIT/ADF-EMPANELMENT/2019-20/129 dated: 18.04.2019

Sl. No.	Location [L]	Service Centre (own / franchisee) [S], STATE, Region (East/West/North/South/Central)			Distance (in Kms) of Service Centre [S] from Location [L] (<=100 Kms)	Complete Office Address of the Service Centre	Name of Contact Persons along with Phone No, Fax No, and E-mail Address
		Own / Franchisee	STATE	Region			
1	Kolkata						
2	Agra						
3	Ahmedabad						
4	Allahabad						
5	Amritsar						
6	Asansol						
7	Bahraich						
8	Bangalore						
9	Barasat (WB)						
10	Berhampur (WB)						
11	Bhagalpur						
12	Bhopal						
13	Bhubneshwar						
14	Chandigarh						
15	Chennai						
16	Chinsurah						
17	Dehradun						
18	Deoghar						
19	Dibrugarh						
20	Gonda						
21	Gorakhpur						
22	Guwahati						

**ALLAHABAD BANK**

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

Sl. No.	Location [L]	Service Centre (own / franchisee) [S], STATE, Region (East/West/North/South/Central)			Distance (in Kms) of Service Centre [S] from Location [L] (<=100 Kms)	Complete Office Address of the Service Centre	Name of Contact Persons along with Phone No, Fax No, and E- mail Address
		Own / Franchisee	STATE	Region			
23	Hamirpur (UP)						
24	Hyderabad						
25	Jabalpur						
26	Jaipur						
27	Kanpur						
28	Lakhimpur Kheri						
29	Lucknow						
30	Ludhiana						
31	Meerut						
32	Midnapore						
33	Mirzapur(U P)						
34	Moradabad						
35	Mumbai						
36	Muzaffarpur						
37	Nagpur						
38	New Delhi						
39	Patna						
40	Pune						
41	Raipur						
42	Ranchi						
43	Satna						
44	Siliguri						
45	Sitapur						
46	Varanasi						

Note : The distance of the service centre from related location should not be more than 100 kms

Date:

Seal and Signature of authorized signatory



ANNEXURE 8 -BIDDER TURNOVER & PROFITS

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

REF NO: HO/DIT/ADF-EMPANELMENT/2019-20/129

Dated : 18.04.2019

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)	Profit / (Loss) (INR)	Net Worth (INR)
1	2015-16			
2	2016-17			
3	2017-18			
	Only Bidder company / Firm figures need to be mentioned. <i>(Not to include subsidiary, affiliate or group entities figures)</i>	(Mention the above amount in INR only)		

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

Certified By:

Seal & Signature of authorized signatory

(Chartered Accountant)
Sign & Seal with Membership Number

(For Bidder)

Place:

Date:



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 9 – CONFORMITY LETTER

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

To,

**The Chief Manager
Allahabad Bank
Head Office
Department of Information Technology
2nd Floor, 2 - Netaji Subhas Road
Kolkata - 700 001 (WB) INDIA**

Dear Sir,

Supply and maintenance of “ADF SCANNER” at branches/offices of Allahabad Bank pan India vide RFP Ref. No. HO/DIT/ADF-EMPANELMENT/2019-20/129
DATE: 18.04.2019

With reference to our bid dated _____, in response to the Request for Proposal and subsequent clarifications (Bank’s tender RFP Ref. No. HO/DIT/ADF-EMPANELMENT/2019-20/129 dated 18.04.2019 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 and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in as per Annexure 14 in response to the bid which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Place:

Date:

Yours faithfully,

Seal and Authorised Signatory

Name & Designation: _____

\Bidder’s Corporate Name: _____



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 10 - LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION

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

To,

**The Chief Manager
Allahabad Bank
Head Office, Department of Information Technology
2nd Floor, 2 - Netaji Subhas Road, Kolkata - 700 001 (WB) INDIA**

Sub: LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION
RFP Ref. No. - HO/DIT/ADF-EMPANELMENT/2019-20/129 DATE: 18.04.2019

We _____ (name of the company) have submitted our bid for participating in Bank's above referred RFP for EMPANELMENT OF VENDORS ON RATE CONTRACT BASIS FOR PROCUREMENT OF "ADF SCANNERS" in Allahabad bank :

1. 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.
2. As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction Process.
3. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
4. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which Bank shall forfeit our EMD (Bid security). We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.
5. 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 11 – EMPANELMENT CONTRACT FORM

Non-Judicial Stamp Paper of appropriate value

CONTRACT NUMBER:

THIS AGREEMENT made the _____ day of _____, 20__ Between ALLAHABAD BANK (hereinafter “the Purchaser”) of one part and _____ (Name of Vendor) of _____ (City and Country of Empanelled Vendor) (hereinafter “the Vendor”) of the other part:

WHEREAS the Purchaser is desirous that certain goods and ancillary services should be provided by the Vendor, viz supply, installation and maintenance of “ADF Scanners” for branches/offices of Allahabad Bank in response to Bank’s Request for Proposal Ref No. **HO/DIT/ADF-EMPANELMENT/2019-20/129 DATED: 18.04.2019** (hereinafter called “the Bid”) and has accepted a bid by the Vendor for supply of Goods and services to meet its requirement from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - (a) the Bid form and price schedule submitted by the bidder;
 - (b) the schedule of requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Empanelment Contract;
 - (e) the Conditions of Discrete Procurement ; and
 - (f) The Purchaser’s Notification of Empanelment
3. In consideration of the payments to be made by the Purchaser to the Empanelled Vendor in terms of Purchase Orders for procurement of goods and services placed by Head Office or Zonal/Field Offices of the Purchaser, the empanelled vendor hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Empanelled vendor in consideration of the provision of the Goods and services and the remedying of defects therein, the Purchase order Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

Brief particulars of the goods and service which the Empanelled vendor shall be required to supply/provide to the Purchaser from time to time in terms of purchase orders for procurement of goods and services that will be placed by Head Office or Zonal Offices of the Purchaser are as under:

GOODS	SERVICES
(ADF Scanners)	Supply, Installation, Commissioning, Training and on-site maintenance (at no additional cost to the bank) during Warranty and AMC of the equipments and related software, if any.

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

Signed, sealed and Delivered by the

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

Signed, sealed and Delivered by the

Said _____ (For the Purchaser) in presence of _____



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 12 - PERFORMANCE SECURITY FORM

(BANK GUARANTEE FORMAT)

(ON NON-JUDICIAL STAMP PAPER)

Bank Guarantee No.

Date:

To:

Chief Manager-IT

Department of Information Technology

Allahabad Bank Head Office

WHEREAS _____ (name of the Vendor) hereinafter called “the Empanelled Vendor” has undertaken, in pursuance of Purchase Orders to supply, install and maintain “ADF Scanners” for **Allahabad Bank** in response to Bank’s Request for Proposal Ref No. **HO/DIT/ADF-EMPANELMENT/2019-20/129 DATE: 18.04.2019** hereinafter called “the order”.

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

AND WHEREAS we have agreed to give the Empanelled vendor a Guarantee.

THE CONDITONS of this obligation are:

- 1. If the Empanelled Vendor, on whom purchase order will be placed by the Head Office/Zonal Office/Field Office of the Purchaser, during the period of contract fails to perform it’s obligations as selected vendor.**

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

This guarantee is valid until ____ day of _____ 20__.

Signature and seal of Guarantors.

Date :

Address :

Note: 1) Empanelled Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.

2) Stamp paper is required for the bank guarantees issued by the banks located in India.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 13 - MANUFACTURER'S AUTHORISATION FORM.

No.

Dated.....

To:

**The Chief Manager,
Allahabad Bank Head Office,
Department of Information Technology
2nd Floor, 2 - Netaji Subhas Road
Kolkata - 700 001 (WB) INDIA**

Dear Sir,

Sub: RFP Ref. No HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

We an established and reputable manufacturers/OEM of..... having factories/development centres atand do hereby authorise M/s..... (Name and address of Agents) to bid, negotiate and conclude the contract with you against the above RFP.

We hereby extend our full warranty as per RFP for the goods offered for supply against this invitation for bid by us / by the above firm.

We assure that, in the event of M/s (name of the Bidder's Company) is 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 undertake to support directly/ as an alternate partner to meet RFP terms during the contract.

Place: Date:

Seal & Signature

(For OEM)

Note : This Letter of authority 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.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 14 – NO DEVIATION STATEMENT

**The Chief Manager,
Allahabad Bank
Head Office,
Department of Information Technology
2nd Floor, 2 - Netaji Subhas Road
Kolkata – 700 001 (WB) INDIA**

Dear Sir,

**Sub: RFP no. HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019
for Supply, installation and Maintenance of ADF Scanners in Allahabad Bank**

This is to confirm that we have submitted a no deviation bid and we 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, Customization, Installation, Maintenance of ADF Scanners in Allahabad Bank.

Any assumption or exclusion submitted by us in the proposal which is contradictory to the RFP stands null and void.

Place:

Date:

Seal and signature of the bidder



**ANNEXURE 15 - UNDERTAKING OF AUTHENTICITY FOR SUPPLY OF ADF
SCANNERS AND RELATED SOFTWARE**

**The Chief Manager,
Allahabad Bank
Head Office,
Department of Information Technology
2nd Floor, 2 - Netaji Subhas Road
Kolkata - 700 001 (WB) INDIA**

Sub: Supply of ADF Scanners / Software etc.

**Ref: 1. Your Purchase Order/Contract Ref. No.....Dated.....
2. Our Invoice no/Quotation no.....Dated.....**

With reference to the Hardware and Software being supplied/ quoted to you vide our Invoice no/Quotation no/Order no cited above.

We hereby undertake that all the components/parts/assembly/software used in the Scanners under the above shall be original new components parts/assembly/software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. 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 the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the ADF Scanners without demur, if already supplied and return the money if any paid to us by you in this regard.

We (Bidder Name) also take full responsibility of both parts and service SLA as per the content.

Signature of Authorized Signatory
Name:
Designation



ANNEXURE 16 - PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF THE SUPPLIED GOODS

No.
M/s.

Date:

Sub: Certificate of commissioning of supplied goods
RFP Ref: HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

1) This is to certify that the Equipment as detailed below has been received in good condition along with all software, standard and special accessories (subject to remarks in para no.2) in accordance with the contract/System Configuration /Specifications. The same has been installed and commissioned.

- a) Contract No. _____ Dated _____
- b) Description _____
- c) Plant Nos _____
- d) Quantity _____
- e) Name of the vessel/transporter _____
- f) R/R No. _____ Dated _____
- g) Name of the Consignee _____
- h) Date of Commissioning & Proving test _____

2) Details of Accessories/parts, etc not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

- 3) The Proving test has been done to our entire satisfaction and operators have been trained to use the hardware and the software.
- 4) The supplier has fulfilled his contractual obligations satisfactorily. **

OR

The supplier has filed to fulfil his contractual obligations with regard to the following.

- a)
- b)
- c)
- d)

5) The amount of recovery on account of non supply of accessories and parts is given



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

under para No. 2.

- 6) The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature

Name

Designation with Stamp

**** Explanatory notes for filling up the certificates:**

Points to be considered while filling up para No.4 of the certificate on contractual obligations of the supplier.

- a) He has adhered to the time schedule specified in the contract in dispatching the documents.
- b) He has installed and commissioned the units in time i.e. within the period specified in the contract from the date of the intimation by the Purchaser in respect of the installation and commissioning of the units.
- c) Training of personnel as per contractual obligation by the supplier has been done.



ANNEXURE 17 - BUSINESS RULES FOR REVERSE AUCTION

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

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.
- 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.
- 3.2. Agreement between service provider and vendor, if deemed necessary by the Bank. (This format will be given by the e-Tendering Service Provider prior to announcement of Reverse Auction.)

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, single quote is only 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.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 18 - UNDERTAKING BY BIDDER (NOT BLACK LISTED)

Place:

Date:

**Chief Manager (IT)
Department of Information Technology
Allahabad Bank
Head Office
2nd Floor, 2 - Netaji Subhas Road
Kolkata - 700 001 WB India**

Undertaking (To be submitted by all Bidder's on their letter head)

HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

We (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by any PSU / and Central Government Department / any State Government Department in India or any Banking/Financial Institution in India.
- We also undertake that, 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.

Yours faithfully, Authorized Signatories
(Name, Designation and Seal of the Company) Date:



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 19 - NON-DISCLOSURE AGREEMENT (NDA)

(ON A NON-JUDICIAL STAMP PAPER OF RS 100)

RFP Ref No: HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

THIS AGREEMENT made and entered into aton 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 -----hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

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

M/s.....Limited has been engaged in the business of supply, installation, customization and maintenance of ADF Scanners in Allahabad Bank.

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

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

1. Confidential information

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



or records.

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

"Disclosing Party" means party who discloses Confidential Information.

2. Use of Confidential Information

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

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

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

3. Exemptions

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

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- Is or becomes publicly known through no unauthorized act of the Receiving party.
- Is rightfully received from a third party without restriction and without breach of this agreement.
- Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.



- Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

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



The Vendor shall not reverse-engineer, de-compile, disassemble, or otherwise interfere with any software disclosed hereunder.

7. Remedies

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

8. Entire Agreement

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

9. Severability

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

10. Indemnity

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

11. Dispute Resolution Mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Kolkata.

12. Jurisdiction

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

13. Governing Laws



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

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

.....

M/s.

.....



ANNEXURE 20 - TECHNICAL DOCUMENTATION DETAILS

REF No.: HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

Bidder has to provide Technical documentation Details (Manuals, Brochures, leaflets etc.) for all the equipment/items as part of Annexure -20.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 21 - COMMERCIAL BID / BILL OF MATERIAL

To,

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

Dear Sir,

Commercial Proposal for Procurement of ADF Scanners

RFP Ref No: HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

With reference to the captioned RFP, having examined and understood the instructions, terms & conditions etc of RFP, we hereby submit our Commercial offer for procurement of ADF Scanners:

(Amount in Rs. & Exclusive of GST)

Item	Item Description (Make & Model)	Unit cost with 1 year on-site OEM warranty (Exclusive of Taxes)	Comprehensive on-site AMC cost \$ per unit per year (Exclusive of Taxes)	Qty	Total Cost for Five (5) years (Exclusive of Taxes)
	[A]	[B]	[C]	[D]	[E]=[B+(4*C)]*D
ADF Scanner				2500	
Total Bid Price/Total Cost of Ownership-TCO					

\$ Comprehensive Warranty and AMC/ATS covers all parts including plastic parts, rollers, adaptors etc

Total Bid Price (in words): _____

Further, the costs indicated above are final and we, the Bidder, agree to provide the goods & services as detailed in the referred Bank's Request for Proposal (RFP) with no additional cost to Bank.

Terms & Condition :

1. The Unit and Total Cost should be given in full INR (i.e. without decimal places), which should be inclusive of all taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. but exclusive of only applicable (in India) GST, which shall be paid / reimbursed on



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

actual basis on production of bills.

2. In case of discrepancy between unit price and Total price, the unit price shall prevail.

Yours faithfully,

Name:

Designation:

Place:

Date:

Seal & Signature
of Authorized signatory of the Bidder



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

**ANNEXURE-22 LIST OF ALL SPARE PARTS (INCLUDING CONSUMABLES)
WITH COMMERCIALS**

(On Company's Letter Head to be submitted after reverse auction while providing final commercial breakup)

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

RFP Ref. No. : HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

S.No.	Part No & Part Description	Unit Price (in Rs)(Exclusive of GST)
1.		
2.		
...		
...		
x		
Total		(A)

Total Amount in words: _____

Note: Prices are exclusive of taxes. The Sum total (A) of Serial Nos 1 to X should not exceed 1.25 times the CAPEX cost of one scanner. These prices will be applicable only in case of any unforeseen natural calamities/ fire incidents which are not in the scope of the bid / RFP during the contract period. For all other purpose, the Bidder has to replace the spare parts, if required, at no additional cost to the Bank during the Contract period (one year warranty and four years AMC). **If found that the Sum total price (A) of spares is exceeding 1.25 times of the CAPEX cost of one scanner then Bank may recalculate the prices of the spares in proportion of 1.25 times of the CAPEX cost of one scanner and we will abide by the prices so derived.**

We undertake that the aforesaid prices will be valid during the contract period, in case of exigency which is not in the scope of the bid.

Place:

Date:

SEAL (Authorized Signatory)



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 23 - PRE BID QUERY FORMAT

RFP Ref No: HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

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



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 24 - AUTHORIZATION LETTER FORMAT

(On the Organization's Letter Head)

Date:

To,

**The Chief Manager (IT)
Allahabad Bank
Head Office
Department of Information Technology
2nd Floor, 2 - Netaji Subhas Road
Kolkata - 700 001 WB India**

Dear Sir,

SUB: Authorization Letter for attending the Pre-Bid Meeting/Bid opening.
RFP Ref. No: HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

This has reference to your above RFP to supply and maintenance of "ADF Scanners" for Allahabad Bank according to the Industry Best Practices and Guidelines of RBI. Mr. / Ms. _____ is hereby authorized to attend the Pre-Bid Meeting/ Bid opening & to discuss with you on 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

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

**ALLAHABAD BANK**

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 25 - ESCALATION MATRIX
HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019**Name of the Company:** _____**Delivery Related Issues:**

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email
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



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 26- BIDDER'S INFORMATION

1. Bidder's Name :
2. Constitution and year of establishment :
3. Registered Office/Corporate office Address :
4. Mailing Address :
5. Name and designations of the persons authorized to make commitments to the Bank :
6. Telephone, Fax, e-mail :
7. Name & Addresses of Directors/Promoters :
8. Description of business, service profile & client profile :
9. Whether the bidder is authorized dealer of ADF Scanner, if yes then Authorization letter to be enclosed :
10. Gross annual turnover of the bidder (Amt. in lac):
(Not of the Group)
Year 2015-16 -
Year 2016-17 -
Year 2017-18 -
11. Positive networth of the bidder (Amt. in lac) :
(Not of the Group)
Year 2015-16 -
Year 2016-17 -
Year 2017-18 -

12. Details Supply & Installation of ADF Scanner by the Bidder:

Sr No	No. of ADF Scanner Supplied	Name of the Organisation	Time Period

Please attach copy of PAN card, GSTN, IT return details of 2015-16, 2016-17 and 2017-18

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)



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 27 - ELIGIBILITY CRITERIA (EC) COMPLIANCE

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

To,

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

SUB: RFP for “EMPANELMENT OF VENDORS FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF ADF SCANNERS IN ALLAHABAD BANK”

Ref: Your RFP HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria:

<i>ELIGIBILITY CRITERIA</i>	<i>Bidders response and supporting documents submitted</i>	<i>Complied (Yes/ No)</i>
1. The bidder should have countrywide presence. They must have their own office in at-least 8 out of 25 locations Kolkata, Mumbai, New Delhi, Chennai, Hyderabad, Bangalore, Bhubaneswar, Siliguri, Guwahati, Pune, Lucknow, Agra, Varanasi, Meerut, Bhopal, Jabalpur, Dehradun, Ahmedabad, Chandigarh, Ludhiana, Patna, Ranchi, Gonda, Bhagalpur & Jaipur.		
2. The bidder must have <u>support centres</u> at minimum 70 locations across the country either own or franchisee covering at least 30 out of 46 locations specified in Annexure-7, with a distribution as under: i. At least 4 locations in Eastern Region covering West Bengal, Odisha & Assam. ii. At Least 9 locations in Northern Region covering Uttar Pradesh, Bihar, Punjab, Haryana, Chandigarh, Delhi and Uttarakhand. iii. At least 6 locations in the Central Region covering Madhya Pradesh & Jharkhand. iv. At least 7 locations in the Western region		



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

<p>spanning Maharashtra, Gujarat & Rajasthan.</p> <p>v. At least 4 locations in the Southern Region covering Tamil Nadu, Karnataka & Andhra Pradesh.</p> <p>(The distance of the service centre from related location specified in Annexure-7 should not be more than 100 kms)</p> <p>The support engineers at these service centres should be qualified diploma/degree engineers or Graduates/ undergraduates trained in Computer hardware maintenance</p>		
<p>3. Bidder should be a Registered Company in India under Companies Act 1956/2013 and having business in India during last 05 (Five) years as on 31.03.2019 providing Technology driven products & services. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original entity can be taken into account.</p>		
<p>4. The bidder should have supplied and/or maintained at least 1500 ADF Scanners /CTS Scanners /Document Scanners /Multifunction Device (MFD with scanner) to any Scheduled Commercial Bank (having at least 1000 branches) /PSU /Financial Institution/Govt. Departments during last three years put together and out of which at-least 200 should be ADF Scanners of the proposed OEM.</p>		
<p>5. The Bidder should be a profit making company and should have earned Net profit in at least one out of three preceding Financial Years (i.e. 2015-16, 2016-17, 2017-18) and Operating profit during remaining Financial years as per the audited Financial Statements. Further, bidder should have a positive Net Worth and Turnover of at least Rs. 10 Crores in</p>		



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

all three financial years.		
6. The bidder should not be a defaulter for any PSU, State Government or Central Government Department and should not have been blacklisted by any Banking/Financial company/organization operating in India, as on date of submission of tender.		
7. The Bidder should be an OEM or an authorized supplier of OEM of the proposed Hardware items along with maintenance support during the warranty & AMC period. Note: (1) The bidder can be an authorized supplier of an OEM or OEM itself, but both OEM and its authorized supplier cannot bid simultaneously for the same item/product. (2) If a bidder submits a bid on behalf of the OEM, the same bidder cannot submit a bid on behalf of another OEM for the same item/product.		
8. Bidder / OEM(s) should not be involved in any litigation which threatens the solvency of the company		
9. Bidder should not be owned or controlled by any Director or Employee (or relatives) of Allahabad Bank.		

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Place:

Dated:

Seal and Signature of Authorized Signatory



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE 28 - STANDARD AMC AGREEMENT
(ON NON-JUDICIAL STAMP PAPER)

ALLAHABAD BANK

(AGREEMENT WITH VENDOR FOR ANNUAL MAINTENANCE)

RFP Ref. No-HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019

This agreement made the ----- day of ----- 2019 between Allahabad Bank a body corporate constituted under the Banking Companies Act, (hereinafter called "Bank") which expression/shall include its successors and assigns and

VENDOR M/s _____

INCORPORATED UNDER THE COMPANIES Act, 1956 and having its registered office at

hereinafter called THE COMPANY has agreed to provide and Bank has agreed to accept from the company, to supply and maintenance of "ADF Scanners" in response to Bank's Request for Proposal Ref No. **HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019** subject to the Bank paying charges to the company on the following terms and conditions:

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

1. COMMENCEMENTS AND TERM:

- 1.1. This agreement is effective and valid for an initial period of one year from ----- to ----- . It will however be renewable every year, for a minimum period of Four years (or as finalized under the terms of empanelment contract/PO referred to above).
- 1.2. Upon termination as provided under clause 1.1 above or after expiration of this agreement each party shall forthwith return to the other all papers, materials and other properties of the other held by each for the purpose of execution of this agreement as may be necessary for the orderly non-disrupted business continuation of each party.

2. CHARGES:

The charges payable by Bank to the company for the AMC described herein will be the AMC quoted by the company in its bid in response to the request for Proposal and no additional charges whatsoever should be claimed by the vendor.

The charges shall be payable **annually in advance basis** on submission of invoices



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

by the company for payment due in accordance with this agreement accompanied by all the requisite papers.

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

The company is required to submit satisfactory service support report from the end user along with the payment bill as said herein above. The company is required to submit the quarterly preventive maintenance reports of each scanner at every site, duly signed and stamped by the concerned branch as well as the engineer, along with the payment invoice.

The AMC charges shall be made promptly by the Bank within one month, from the date to which it relates, subject to the company's satisfactory report(s) from the end users and realizing the invoice. **All the parts and components of items would be covered under comprehensive AMC including plastic parts & rollers, adaptors etc.**

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

3. REPAIR AND MAINTENANCE SERVICE :

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

- a) The company shall rectify any defects, faults and failures in the equipment and shall repair and replace worn out defective parts of the equipment during bank's normal local; working hours on site. In cases where unserviceable parts of the equipment need replacement, the company shall replace such part(s) at no extra cost to Allahabad Bank with brand new parts or those equivalent to new parts in performance. Provided that if the company is required to replace consumable being printer ribbons, magnetic tapes, reel cartridges, cassettes, exchangeable disc packs, floppy disks, line printer band, this will incur an additional charge.
- b) The company agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified above in urgent situation for which no additional cost shall be paid.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

- c) The company shall provide repair and maintenance service in response to oral, including telephone notice by Bank within **4 hours** (not including holidays) after such intimation during the hours set forth in clause 3.1 (a) above.
- d) The company shall ensure that faults and failures intimated by Bank as above are set right within 24 hours of intimation failing which the equipment concerned will immediately be replaced with equivalent affectability/capability for which no additional expenses are payable to the company.
- e) The company shall ensure that the full configuration of the Equipment is available to Allahabad Bank in proper working condition for 97% of the time in every quarter.
- f) All repair and maintenance service described herein shall be performed by qualified engineers totally familiar with the equipment.
- g) Any worn/defective parts withdrawn from the equipment replaced by the company shall become the property of the company and the parts replacing the withdrawn parts shall become the proper of the Bank.
- h) Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for the equipment similar to that covered by this agreement.
- i) The company shall maintain at Allahabad Bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The company of this log should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.
- j) The company's maintenance personnel shall, subject to clause 7 herein is given access to the equipment when necessary for the purpose of performing the repair and maintenance service indicated in this agreement.
- k) Bank at its discretion, may shift the scanner at a new location during the tenure of contract and the vendor shall be informed regarding the same. Bank shall bear the charges for such shifting and the vendor shall install or reinstall the scanner in the new location at no additional cost to the Bank. This agreement will continue to be binding on the vendor as per the existing terms and conditions with the amended location of the scanner.
- l) Allahabad Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply duct, to within the acceptable limits required for equipment similar to that covered by this agreement.
- m) No term of provision hereof shall be deemed waived and no breach excused unless such as waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or excuse for any other, different or subsequent breach.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

- n) If, in any month the company does not fulfil the provisions of clauses 3.1(c, d & f) the proportionate maintenance charges for that month will not considered payable by Allahabad Bank. In such events the company will credit the proportionate maintenance charges for that month to Allahabad Bank against future payments, if due, or refund the amount forthwith to Allahabad Bank, on demand.

4. PREVENTIVE MAINTENANCE:

- 4.1. The company shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment) once at least in every 90 days in addition to the normal maintenance required as per this agreement. The quarterly Preventive Maintenance Reports of all the scanners, duly signed and stamped by the branch as well as the company representative, shall be submitted to the concerned Zonal Office/Head office/Field Office who has issued the Purchase order along with the payment invoice.
- 4.2. The company shall maintain at bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The copy of this log, all visit reports as well as the PM reports (duly signed and stamped by the designated branch as well as the company engineer) of each scanner of every quarter should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.

5. PENALTY:

- 5.1. In case any requirement is not made usable/repared within stipulated time specified in clause No. 3 the company will be required to arrange for an immediate replacement of the same as detailed in clause No. 3 failing which the company will be liable to pay a penalty of Rs 500/- for ADF Scanner per week which will be realized from the AMC charges payable or from the company directly.
- 5.2. Non compliance of quarterly PM activity will attract $\frac{1}{4}$ th of yearly AMC amount per ADF Scanner.
- 5.3. In addition to the above, in case of not meeting the SLA i.e. minimum 97% uptime on quarterly basis, for every 1% or part there of deviation, there will be a penalty of 1% of the cost of faulty ADF Scanner, including taxes which will be charged during the warranty and AMC period. The upper cap for the above penalty will be 10% of Hardware value of faulty hardware, including taxes during the warranty and AMC period.



6. FORCE MAJEURE :

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

7. SUBCONTRACTING :

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

8. EQUIPMENT ATTACHMENTS :

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

9. SECURITY :

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

10. CONFIDENTIALITY :

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



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

this agreement can be fully satisfied.

11. LIABILITY AND INDEMNITIES :

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

12 ARBITRATION :

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

13 BUSINESS TERMINATION :

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

14 GENERAL :

14.1 It is agreed upon by the parties that during its validity period this agreement will supersede any other agreement, which deals in the same matter/subject between the parties in case of any contradiction in the agreed conditions.

14.2 No amendment to this agreement shall be effective unless it is in writing and signed by authorized representatives of the parties.

14.3 Each party warrants and guarantees that it has full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each has been properly authorized and empowered to enter into this agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

14.4 Words importing the singular include the plural and vice versa.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

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

Signed, Sealed and Delivered by the

Said _____ (For the Bank)

In presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Company)

In presence of _____



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE-29 EMPANELMENT SECURITY FORM

(FORMAT OF BANK GUARANTEE (BG) FOR EMPANELMENT SECURITY)
(ON A NON-JUDICIAL STAMP PAPER)

TO:

**The Chief Manager,
Allahabad Bank, Head Office,
Department of Information Technology,
2, N. S. Road, Kolkata - 700 001**

WHEREAS _____ (hereinafter called "the Empanelled Bidder") has submitted its bid dated _____ (*date of submission of bid*) for supply and maintenance of "ADF Scanners" for Allahabad Bank in response to Bank's Request for Proposal Ref No. HO/DIT/ADF-EMPANELMENT/2019-20/129 Dated 18.04.2019 (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 bank*) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this ___ day of _____, 20__.

THE CONDITONS of this obligation are:

1. If the Empanelled Vendor, having been notified as empanelled by the Purchaser, during the period of empanelment validity fails to perform obligations as empanelled vendor.

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

This guarantee will remain valid for a period of One(1) year +60 days from the start of empanelment i.e. up to _____ and any demand in respect thereof should reach the Bank not later than the above date.

Place:

SEAL Code No.

SIGNATURE

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



ALLAHABAD BANK

ANNEXURE-30 - INTEGRITY PACT

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 the relevant laws of the land rules regulations, economic use of the 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)



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

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



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

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".



ALLAHABAD BANK

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.



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

- (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 on '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



ALLAHABAD BANK

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

1. 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:-
 - (i) 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.
 - (ii) 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.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - (iv) 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,



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

- 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.
- (v) 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.
 - (vi) To cancel all or any other Contracts with the Bidder.
 - (vii) 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.
 - (viii) 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.
 - (ix) 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.
 - (x) 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.
 - (xi) 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.
2. 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



ALLAHABAD BANK

11.1 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

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be at Kolkata.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) 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.
- e) Issues like Warranty / Guarantee etc. Shall be outside the purview of IEMs.
- f) 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)

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

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



ALLAHABAD BANK

RFP Ref No HO/DIT/ADF-EMPANELMENT /2019-20/129

Dated: 18.04.2019

ANNEXURE – 31 NO LITIGATIONS CERTIFICATE

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

To,

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

This is to certify that M/s _____ (name of the Bidder/OEM), a company incorporated under Companies Act 1956/2013, having its headquarters at _____ is not involved in any litigation which threatens the solvency of the company.

Date:

Place:

Name and signature of CA/Statutory Auditor
(Seal & Membership Number)

Seal of the company

END OF DOCUMENT