

Allahabad Bank

Department of Information Technology, Kolkata

Request for Proposal **(RFP)**

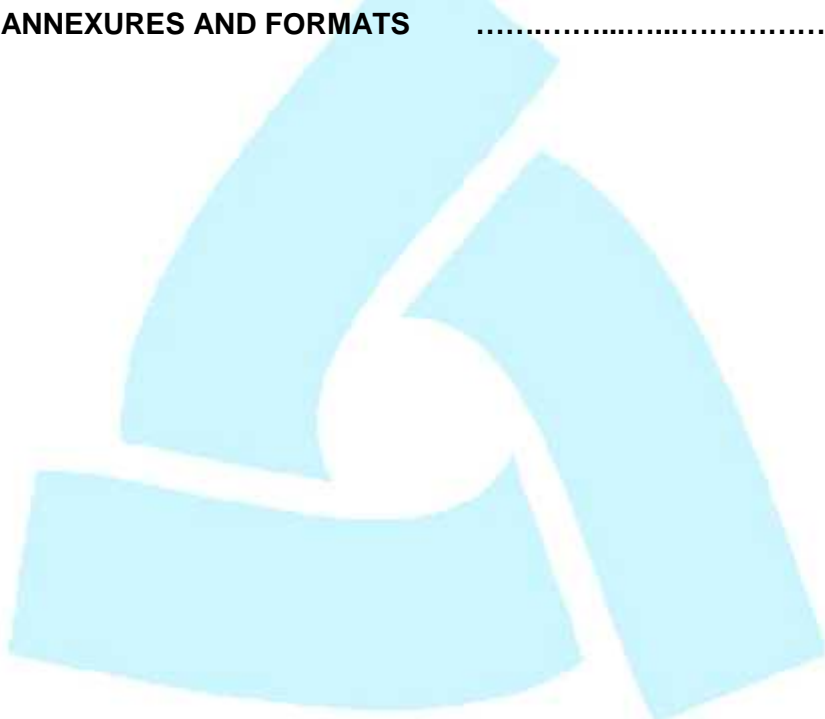
for

*Procurement of Microsoft Windows Server
Licenses along with CAL*

RFP Ref No: HO/DIT/HW/MS-Licenses/105 dated 12.07.2018

TABLE OF CONTENTS

SECTION	SUBJECT	PAGE NO
I.	INVITATION FOR BIDS (IFB)	3
II.	INSTRUCTIONS TO BIDDERS (ITB)	5
III.	CONDITIONS OF PROCUREMENT (COP).....	17
IV.	ANNEXURES AND FORMATS	21



Section-I

INVITATION FOR BIDS (IFB)

RFP Ref No: HO/DIT/HW/MS-Licenses/105 dated 12.07.2018

1. Allahabad Bank, leading Public Sector Bank, having its presence throughout the country intends to procure Microsoft Windows Server 2016 Standard & Data Center Edition Licenses (down-gradable to Microsoft Windows Server 2012 Edition) along with CAL, through open tendering process.
2. A complete set of Request for Proposal (RFP) may be purchased by any interested bidder on submission of a written application, in duplicate, to Allahabad Bank, Head Office, Department of information Technology, 2, Netaji Subhas Road, Kolkata-700 001, India, upon payment of a non-refundable fee of Rs.20,000/- (Rs 500.00 extra if to sent through courier) in the form of Demand Draft, Banker's Cheque or Inter Office Instrument drawn in favor of Allahabad Bank payable at Kolkata. Only those bidders, who purchase the RFP in their name, will be eligible for submission of bid.
3. The RFP can be obtained from the following address during office hours on all working days either in person or by post.

**Allahabad Bank
Deptt of Information Technology
Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA
Phone No. - 033-22319471, 2231 9472**

4. The complete RFP have also been published on Bank's official website www.allahabadbank.in as well as on Bank's e-Tendering website www.tenderwizard.com/abbank for the purpose of downloading and application made on such shall be considered valid for participating in the tender process.
5. The bidders who have downloaded RFP from Bank's official website / Bank's e-Tendering website and want to participate in the bidding process must pay a non-refundable fee of Rs.20,000/- in the form of DD/BC/IOI, payable in favour of ALLAHABAD BANK at Kolkata, before the time of submission of bid.
6. The Detailed schedule of the RFP is as under:

Sl. No	Items	Details
6.1	Bid/RFP reference	HO/DIT/HW/MS-Licenses/105 dated 12.07.2018
6.2	Cost of RFP	INR 20,000/-
6.3	Courier charges	INR 500/-
6.4	Date of commencement of sale of RFP	13-07-2018, 10:00 Hrs IST
6.5	Last date and time of sale of RFP	27-07-2018, 12.00 Hrs IST
6.6	Date & Time of Pre Bid Meeting	19-07-2018, 12.00 Hrs IST
6.7	Last date and time for submission of Bids (<i>Technical & Indicative Commercial Bid – in physical form</i>)	27-07-2018, 13:00 Hrs IST
6.8	Date and time of opening of Technical Bids	27-07-2018, 15:00 Hrs IST

6.9	Date and time of opening of Indicative Commercial Bids & conduct of reverse auction process	To be notified later to the technically qualified bidders in due course.
6.10	Address for communication	Allahabad Bank Head Office Department of Information Technology 2 N.S. Road, Kolkata– 700 001, India
6.11	Contact Details	Tel: 033-22623620/22420995 E-mail : <i>hodit.hardware@allahabadbank.in</i>

7. Bidder has to submit Technical & Indicative Commercial Bid, in physical form however for 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. No further discussion / interface will be granted to bidders whose bids have been technically disqualified.
10. Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
11. 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.
12. 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.
13. 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

Chief Manager (IT)
Allahabad Bank, Head Office
Kolkata (W.B.)

SECTION-II

INSTRUCTIONS 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, India, hereinafter called "Purchaser" or "Bank", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this Bid document, hereinafter called Request for Proposal or "RFP", for inviting bids from reputed organizations, hereinafter referred to as 'Bidder' or 'Vendor', for procurement of Microsoft Windows Server 2016 Standard & Data Center Edition Licenses (down-gradable to Microsoft Windows Server 2012 Edition) along with CAL.

1.2 This document 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.

2. ELIGIBLE BIDDERS:

A bidder should be required to satisfy the following requirements, as tabulated under, for being eligible for participation in the bidding process.

Eligibility Criteria		
Sl. No.	Eligibility Criteria Set in the RFP	Documentary Evidence need to be submitted by Bidder to the Bank
2.1	The bidder should be a registered company / firm and should be in existence for a minimum period of 5 (five) years in India as on 30.06.2018	Copy of Certificate of Incorporation /Partnership Deed to be submitted. <i>(To be submitted as Annexure -15)</i>
2.2	The bidder must be a authorized partner of Microsoft	Manufacturer Authorization Form (MAF) as per Annexure-8
2.3	The bidder should have annual turnover of at least INR 50 Crores for each of last three financial years i.e. 2015-16, 2016-17 and 2017-18 and should be profit making in each of these years.	A certificate to this effect as per Annexure-7 duly signed by Chartered Accountant and authorized signatory (of the bidder) must be provided. Further Copies of audited balance sheets and Profit & Loss statements for the last three financial years i.e. audited statements for 2015-16, 2016-17 and 2017-18 should be submitted along with the offer. Note: In case Audited Financial statement is not available for the year 2017-18, bidder needs to submit the unaudited financial statement along with Annexure-7 <i>(as mentioned above)</i> .

2.4	<p>(a)The bidder should have supplied Licenses of Microsoft Windows 2012/2016 Server OS & CAL costing to Rs. 2 Crore or above through single order to any organization in India during last Five years</p> <p style="text-align: center;">OR</p> <p>(b)The bidder should have cumulatively supplied Licenses of Microsoft Windows 2012/2016 Server OS & CAL costing to Rs.5 Crore or above to organizations in India during last Five years.</p> <p style="text-align: center;">OR</p> <p>(c)The bidder should have cumulatively supplied Licenses of Microsoft products costing to Rs.10 Crore or above to organizations in India during last Five years.</p> <p>Note: The last Five (5) years will be considered from the last date of bid submission.</p>	<p>Bidder need to submit the credential letter as per annexure-6, proving its eligibility for the referred clause.</p> <p>In case of non-submission of the credential letter, bidder needs to submit sufficient documentary evidence confirming supply of the licenses to the organization, as per the required clause.</p>
2.5	<p>The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company/organization operating in India, during last five (5) years.</p>	<p>Bidder should submit an Undertaking as per Annexure-11</p>

3. SCOPE OF WORK:

3.1 The Bidder has to supply the perpetual Microsoft Windows Server 2016 Standard & Data Center Edition Licenses (down-gradable to Microsoft Windows Server 2012 Edition) along with CAL, as a part of the scope of work, as summarized under:

Product/Part Number	Item Name	Quantity
9EA-00127	WinSvrDCCore 2016 SNGL OLP 2Lic C CoreLic [Microsoft Windows Server 2016 Data Centre Edition (Two Core) License]	480
9EM-00123	[Microsoft Windows Server 2016 Std Edition (Two Core) License]	4000
R18-05122	Microsoft Windows Server 2016 Single OLP C User CAL License	3000

3.2 The Licenses should be in the name of Allahabad Bank and should be available for the use across the Bank offices.

3.3 The patches/updates released by OEM from time to time should be available for life cycle of the product. The Bank will download updates from OEM website. However, the bidder has to provide the patches/updates, which are not on the site

or not downloadable from the site for any technical reason.

4. 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.

5. CONTENTS OF RFP:

5.1 The goods required, bidding procedures and contract terms are prescribed in the RFP. In addition to the Invitation for Bids, the RFP includes:

- 1) Instruction to Bidders (ITB)
- 2) Conditions of Procurement (COP)
- 3) Annexures/Formats

5.2 The Bidder is expected to examine all instructions, forms/Annexures, 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.

6. PRE-BID MEETING:

6.1 The prospective bidders, who have purchased a copy of the RFP or submitted the bid price (for downloaded RFP), shall be permitted to attend a pre-bid meeting to be held as indicated in the Invitations for Bids. Upto a maximum of 2 (two) representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the Bank, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.

6.2 All the pre-bid queries of the bidders should be submitted to bank atleast one day before the scheduled pre-bid meeting i.e. on or before 18.07.2018.

6.3 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. The Bank will have liberty to invite 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.

6.4 Clarifications including the text of the questions raised (without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the RFP, allowing at least 3 days time, prior to the last date for receipt of bids

6.5 Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

7. AMENDMENT OF RFP:

7.1 Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting or elsewhere, shall be made by the Bank exclusively through the issue of an Addendum and will be sent to all prospective bidders who have purchased the RFP.

7.2 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.

- 7.3 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.
- 7.4 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
- 7.5 The Addendum /Corrigendum issued will be sent to all prospective bidders who have purchased the RFP as well as will be published on Bank's Official Website & E-Tendering Website. No other publicity will be provided for the issued Addendum /Corrigendum.

8. 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.

9. NON-TRANSFERABLE TENDER :

This tender document is not transferable. Only the Bidder, who has purchased this tender, is entitled to bid.

10. TWO BID SYSTEM TENDER (E-Tendering) :

- 10.1 Bidders are required to submit the Technical Bid in physical form along with the Indicative Commercial Bid. However for the actual Commercials, Bank will be doing reverse auction process (through Bank's E-Tendering Portal) for selecting the L1 Bidder.
- 10.2 The bidder will take care of submitting the Bid properly so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection.
- 10.3 The tender not submitted in the prescribed format or incomplete in details is liable for rejection. The Bank is not responsible for non receipt of bid within the specified date and time due to any reason including postal delays or Holidays.

11. Submission of Technical Bid

- 11.1 The Bidders shall prepare two copies of the Technical Bid (Including Indicative Commercial Bid in Sealed Envelope) and shall seal the bids in two different envelopes clearly marking each "Original Technical Bid" and "Copy Technical Bid" as appropriate. Bidder shall then seal both the bids i.e. "Original Technical Bid" and "Copy Technical Bid" in a single envelope which should be marked as "TECHNICAL BID for Procurement of Microsoft Windows Server Licenses along with CAL". 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. If above bid is found not properly sealed, the bid is liable for rejection.
- 11.2 In addition to the above marking, the envelope must be super-scribed with the following information –
- a) RFP Reference Number
 - b) Tender for "Procurement of Microsoft Windows Server Licenses along with CAL"

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.

11.3 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.

11.4 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.

11.5 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.

11.6 The Bank will not allow/permit changes in the bids submitted after the last date of submission of bids.

11.7 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.

11.8 Non submission or partial submission of the information along with the offer could result in disqualification of the bid of the concerned bidder.

11.9 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.

11.10 A softcopy of the duly signed documents of the technical bid shall be submitted along with the technical bid in "PDF" format in CD/DVD along with technical bid.

11.11 "Copy Technical Bid" should contain all the documents/Annexures as submitted in the "Original Technical Bid" except original Bid Security.

11.12 The Technical Bid must not contain any price information with respect to its commercial offer.

11.13 The Technical Bid shall comprise of

Section	Item	Format
Authorization letter for Submission of Bid	Covering letter in Company's letter head duly signed by authorized signatory with name, title and seal	Covering letter along with Copy of Power of attorney to be submitted.
Eligibility Criteria as outlined in the RFP	All the Annexures, Certificates and Enclosures	Annexure-(6,7,8,11,15) and enclosures
Technical Section		
	Bid Form	Annexure-1
	Bank Guarantee Towards Bid Security	Annexure-2
	Bidders Information & Profile	Annexure-3
	Deviation statement	Annexure-4
	Performance statement	Annexure-5

	Eligibility Criteria Compliance	Annexure-14
	Letter of Authority for participation in Reverse Auction	Annexure-12
	Business rules for Reverse Auction	Annexure-13
	Masked Commercial Bid	as per Annexure -9
Others		
RFP and subsequent addendums signed & stamped on every page by the authorized representative of the Bidder		
CD/DVD containing softcopy of the Technical Bid (duly signed copy in PDF Form)		

12. Submission of Indicative Commercial Bid & Reverse Auction (e-Tendering)

12.1 The prospective Bidders are advised to submit the Indicative Commercial Bid in physical form as per Annexure-9 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-9.

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

12.3 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 for all the items mentioned under ITB clause 3.1. After the completion of reverse auction, the L1 bidder is required to provide the final commercial bid (FCB) with breakup by 5:00 pm next day, matching its final reverse auction price for commercial evaluation. The FCB will comprise of the Total cost of Ownership for Bank (TCO). The Bidder shall not add any condition / deviation in the commercial bid. Any such condition / deviation may make the bid liable for disqualification.

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

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

Contact Persons

Mobile No.

Mr. Kushal Bose

07686913157

Mr. Tousik Ghosh

09674758724

E-mail: kumarchandan@antaressystems.com

debrajsaha@antaressystems.com

kushal.b@antaressystems.com

tousik.g@antaressystems.com

13. PERIOD OF VALIDITY OF BIDS:

Bids shall remain **valid for 180 days after the date of opening** of Technical Bid. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14. BID SECURITY:

14.1 The Bidder shall furnish a Bid Security (as per Annexure-2) of Rs.20,00,000/- (*Rupees Twenty Lakhs only*), as a part of their bid.

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

14.3 The bid security shall be denominated in the INDIAN RUPEES only and shall be in any one of the following forms.

a) A bank guarantee issued by a Scheduled Commercial Bank (*other than Allahabad bank*) located in India in the format of Annexure-2 of RFP and valid for **Sixty (60) days beyond the validity of the bid**

b) Demand Draft or Banker's Cheque

14.4 Any bid not secured in accordance with ITB Clause-14.1 and 14.3 above will be rejected by the Purchaser as non-responsive.

14.5 The Bid Security will have to be submitted with validity for a period of 180 days (from the date of opening of Technical Bid) + 60 days. A bid valid for a shorter period may be rejected by the purchaser as non responsive.

14.6 In case bidder submits the Demand Draft/Banker's Cheque as a Bid Security, the same has to be revalidated before the expiry of the same & submit the same to Bank, at no cost to Bank

14.7 The bid security may be forfeited:

14.7.1 If the bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid Form; or

14.7.2 If the bidder, having been notified of the acceptance of its bid by the Purchaser and the bidder during the period of bid security validity :

a) fails or refuses to accept the purchase order;

Or

b) fails or refuses to deliver goods and services in accordance with RFP;

14.8 The bid security of unsuccessful Bidders will be discharged /returned after the completion of Bid process, whereas the bid security of finally selected bidder will be discharged/ returned after the expiry of validity of bid security.

15. MANUFACTURER'S AUTHORIZATION FORM (MAF)

Bidders who intend to participate in the tender process has to submit a letter of authority from M/s Microsoft confirming that they have been authorized to quote on behalf of the them, as per Annexure-8 (MAF) of the RFP.

16. ALTERNATIVE OFFER'S:

Each offer should specify **only a single solution/product** which is cost-effective and meets the tender specification and **should not include any alternatives.**

17. PRICE COMPOSITION:

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all the items (Licenses), as mentioned in scope of work on a fixed price basis as part of the commercial Bid, inclusive of all costs and taxes except applicable GST which shall be paid /reimbursed on actual basis. **The Bank will not pay any other taxes, cost or charges except applicable GST of the items.**

18. DEADLINE FOR SUBMISSION OF BIDS:

18.1 Technical Bids along with Indicative Commercial Bid must be received by the Purchaser at the address specified under the RFP not 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.

18.2 The Purchaser may, at its discretion, extend this dead-line for the submission of Bids by amending the RFP, 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.

19. MODIFICATION AND WITHDRAWAL FOR BIDS:

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

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

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

19.4 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 in the RFP. Withdrawal of a bid during this interval may result in the forfeiture of the Bid security submitted by Bidder.

20. LATE BIDS:

20.1 Any bid (Technical Bid or Indicative Commercial Bid or both) received by the Purchaser after the deadlines for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the Bidder.

21. BID OPENING:

21.1 As the Technical bids will be evaluated first for technical suitability, the Bank will open only the Technical Bids as per the schedule mentioned in Invitation for Bids (IFB). The Indicative Commercial bids of only technically qualified Bidders will be opened at a later date subsequent to the technical evaluation. Allahabad Bank will notify the date and time of opening of the Indicative Commercial bids & reverse auction to the technically qualified Bidders.

21.2 Attendance of all the authorized representatives of the Bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.

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

22. PRELIMINARY EXAMINATION :

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

23. EVALUATION OF BIDS:

23.1 Objective of Evaluation Process

- 23.1.1. The evaluation by Allahabad Bank will be undertaken by an Internal Committee formed by the Bank. The bank may consider

recommendations made by External Experts/Consultants on the Evaluation. The decision of the committee shall be final.

- 23.1.2. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the scope of RFP. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. This shall be binding on all Bidders and the Bank's decision in the matter will be final.
- 23.1.3. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.
- 23.1.4. Bank may call for any clarifications/additional particulars on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. The Bidder shall be entrusted with end-to-end responsibility for supply of the items under the scope of this RFP. The Bidder is expected to commit for the delivery of licenses as per the scope defined.
- 23.1.5. The Bank has adopted a two bid process in which the Bidder has to submit (1) Technical Bid (Including Indicative Commercial Bid) and (2) Commercial Bid (as per Reverse Auction) separately but within the time as stipulated in the RFP. The Bank shall evaluate the Technical Bids (including Eligibility Criteria, Annexures & other documents) initially. Indicative Commercial Bids of Technically qualified bidder will be opened at a later stage which will be advised to all the technically qualified bidders. Subsequently reverse auction will be conducted for the commercials based on the Total Cost of Ownership (for all items as mentioned under clause 3.1 of ITB).
- 23.1.6. Adherence to Terms and Conditions, The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidders, such responses may be disqualified and may not be considered for the selection process.

23.2 Evaluation of Technical Bids

- 23.2.1. The Technical Bids opened will be evaluated by the Bank on the basis of following criteria -
 - a) Completeness of the Technical bid (including eligibility criteria, Annexures & related documents) in all respects and availability of all information/details.

- b) Point to point conformity to the contents and format (including annexures) of the technical bid as listed out in the RFP
- 23.2.2. The Indicative Commercial offers (submitted physically) of only those Bidders, who are short-listed after technical evaluation, will be opened & Reverse auction for the commercials will be done of the TCO cost. The Bidder quoting the lowest TCO cost (L1 Bidder) will be selected by the bidder & Purchase Order will be issued to the successful bidder.
- 23.2.3. The Bank reserves the right to change any terms and condition of this RFP. The evaluation by the Bank will be undertaken by an appropriate committee of officials formed by Bank and its decision shall be final.

23.3 Evaluation of Commercial Bids

- 23.3.1. The Indicative commercial Bids of the technically qualified bidders (as per the preceding sections of this RFP), will be opened & evaluated by the Purchaser. Subsequently Allahabad Bank shall publish a date for the reverse auction to the technically qualified bidders. The guidelines for the reverse auction are mentioned in Annexure-13.
- 23.3.2. Evaluation of all eligible bidders will be done in Indian Rupees only.
- 23.3.3. The indicative commercial bid may be used for arriving at the ceiling price for the reverse auction. Bids quoting unrealistic prices for any of the solution will be rejected at the discretion of the bank. However Bank at discretion may also decide the starting bid for reverse auction.
- 23.3.4. After the completion of reverse auction, the L1 bidder is required to provide the final commercial bid (FCB) with breakup by 5:00 pm next day, matching its final reverse auction price for commercial evaluation.. The bidder with the lowest commercials will be declared successful L1 bidder and shall be awarded the purchase order.
- 23.3.5. Bank reserves the right to negotiate the price with the finally successful bidder before awarding the purchase order.
- 23.3.6. The Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- 23.3.7. The Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process at any stage. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders

24. CLARIFICATIONS OF BIDS:

- 24.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. 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.

25. CONTACTING THE PURCHASER :

- 25.1 No Bidder shall contact the Purchaser on any matter relating to its Bid, from

the time of the bid opening to the time the Purchase Order is awarded.

- 25.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or purchase order award decisions may result in the rejection of the Bidder's bid.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY 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, 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.

27. CANCELLATION OF TENDER PROCESS

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

28. PLACEMENT OF PURCHASE ORDER:

- 28.1 Prior to expiration of the period of bid validity, the Purchaser will notify the selected Bidder and Place Purchase Order in writing.

29. CORRUPT OR FRAUDULENT PRACTICES:

- 29.1 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/order. In pursuance of this policy;

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing 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;

- 29.2 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.

- 29.3 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 - III

CONDITIONS OF PROCUREMENT (COP)

1. DEFINITIONS:

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

- 1.1 **“Purchaser” or “Bank”** means **Allahabad Bank**.
- 1.2 **“Goods”** means items mentioned in under ITB clause 3.1, which the selected vendor is required to supply to purchaser in terms of the purchase order placed upon under this RFP
- 1.3 **“Supplier” or “Bidder” or “Vendor” or “Selected Vendor”** means the company / firm supplying the Goods as mentioned in scope of work of the RFP.
- 1.4 **“Order Price” or “Order Value”** means the total price payable to the Supplier under the purchase order issued for the full and proper performance of its obligations under the RFP.

2. PRICES:

The price offered by the bidder in its commercial bid must be valid upto six months from the date of reverse auction.

3. PLACEMENT OF ORDER:

The purchaser reserves the right to exclude one or more line items from the purchase order before awarding it to successful bidder. Further purchaser may issue the purchase order for procurement of required no. of licenses in single shot or in lots during the bid validity period.

4. PURCHASER'S RIGHT TO VARY QUANTITIES:

The Purchaser reserves the right to increase or decrease, the quantity of goods & services (licenses) originally specified in the RFP by up to 15% (rounded off to next whole number) during the Bid validity period without any change in price or other terms and conditions.

The purchaser also reserves the right to exclude one or more line items from Bill of material, originally specified in the RFP, before awarding the purchase order to successful bidder.

5. DELIVERY OF LICENSES:

- a) The Software Licenses are to be in the name of **Allahabad Bank** and should be available for the use at branches/offices of Allahabad Bank across the country.
- b) The Licenses to be delivered within **15 days** of issuance of Purchase Order.
- c) After delivery of the required licences, Bidder need to submit the following documents for enabling Purchase for Payment:
 - The Supplier should certify that the licenses supplied are legally obtained from Microsoft.

- Confirmation from Microsoft that Licences has been added to the VLSC Site of Microsoft, in the Name of Allahabad Bank, on behalf of the selected vendor
- Selected Vendor's invoice showing purchase order number, goods description, quantity, unit price & total amount along with applicable GST

6. PAYMENT TERMS:

After delivery of Goods (licences) & Services as mentioned in purchase order & on submission of the required documents, as mentioned under clause 5 (c) of COP, 100% Payment applicable for the items will be made by the purchaser within 30 days of receipt of the documents. The payment shall be made only for the actual number of licenses procured.

7. BIDDER'S INTEGRITY :

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

8. BIDDER'S OBLIGATIONS:

The bidder is obliged to work closely with the purchaser's staff, act within its own authority and abide by directives issued by the purchaser.

The bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanors.

The bidder is under obligation to supply goods as per the supply orders received from the Purchaser.

The bidder 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.

9. DELAY IN ADHERING TO THE PROCUREMENT TIMELINES (Liquidated Damages):

The bidder must strictly adhere to the delivery time schedule, as specified in the RFP, pursuant hereto, for performance of the obligations as specified in the RFP and any delay will enable the purchaser to resort penalty on the undelivered goods/licences at sole discretion of the purchaser.

If the Supplier fails to deliver any or all of the Goods/licenses within the time period(s) specified in the RFP, the Purchaser shall, without prejudice to its other remedies under the Order, deduct from the Purchase Order Price, as liquidated damages, a sum equivalent to 0.5 (half) percent of the delivered price of the delayed Goods/licences for each week or part thereof of delay until actual delivery, up to a maximum deduction of 10% of the TCO Price. Once the maximum is reached, the purchaser may consider termination of the contract.

10. TERMINATION FOR DEFAULT:

10.1 The Purchaser may, without prejudice to any other remedy for breach of purchase order, by written notice of default sent to the Supplier, cancel the purchase order in whole or in part :

10.1.1 If the Supplier fails to deliver any or all of the Goods or services (licences) within the time period(s) specified in the RFP.;

or

10.1.2 if the Supplier fails to perform any other obligation(s) as mentioned under the RFP;

or

10.1.3 if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the purchase order.

11. INDEMNITY:

The bidder will indemnify the purchaser against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to bidder. The total liability of the selected bidder under the RFP will not exceed the total cost i.e. Order Price.

12. PATENT RIGHT

12.1 The Bidder 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.

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

13. GOVERNING LANGUAGE:

The governing language of the RFP & its subsequent process shall be English. All correspondence and other documents pertaining to the RFP & its subsequent process which are exchanged by the parties shall be written in this language.

14. APPLICABLE LAW:

The RFP & the purchase order shall be interpreted in accordance with the laws prevalent in India.

15. PUBLICITY:

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

16. FORCE MAJEURE:

The bidder shall not be liable for forfeiture of its Bid security, liquidated damages (penalty) or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the purchase order is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder'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.

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

17. USE OF Purchase Order DOCUMENTS AND INFORMATION:

The bidder shall not, without the purchaser's prior written consent, disclose the Purchase Order or any provision thereof or any specification, plan, drawing, pattern or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the bidder in the performance of the Order. 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.

The bidder shall not, without the purchaser's prior written consent, make use of any document or information except for purposes of execution of purchase order.

18. Purchase Order AMENDMENT:

No variation in or modification of the terms of the Purchase Order shall be made except by written amendment.

19. ASSIGNMENT:

The bidder shall not assign, in whole or in part, its obligations to perform under the purchase order, except with the purchaser's prior written consent.

20. PRIVACY AND SECURITY SAFEGUARDS:

The successful bidder shall not publish or disclose in any manner, without the purchaser's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this purchase order or existing at any purchaser location.

21. RESOLUTION OF DISPUTES:

The purchaser and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the RFP.

If, after thirty days from the commencement of such informal negotiations, the purchaser and the bidder are unable to resolve amicably dispute, either party may require that the dispute be referred for resolution by formal arbitration.

22. ARBITRATION:

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

Annexure-1 (BID FORM)

TO:

**Allahabad Bank,
Head Office,
Department of Information Technology,
2, N. S. Road
Kolkata – 700 001**

Having examined the RFP (**Ref. No.: HO/DIT/HW/MS-Licenses/105 dated 12.07.2018**) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver goods in conformity with the said RFP and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

We undertake, if our bid is accepted, to deliver goods in accordance with the scheduled time lines.

We agree to abide by this bid for the period of 180 days from the date fixed for Technical bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name & Address of Bidder for Single Point of Contact:

.....
.....

We also confirm that all the documents & annexures submitted by us, as part of bid, are strictly in conformity with the RFP & all its annexures.

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)

Name:

Designation:

Organization:

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

Annexure-2 (BID SECURITY FORM)

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO:

**ALLAHABAD BANK,
Head Office,
Department of Information Technology,
2, Netaji Subhas Road, Kolkata-700001, India**

WHEREAS _____ (hereinafter called "the bidder") has submitted its bid for supplying Microsoft Windows Server 2016 Standard & Data Center Edition Licenses (down-gradable to Microsoft Windows Server 2012 Edition) along with CAL for the use of branches / offices across the country in response to Allahabad Bank's Request for Proposal (RFP) No. **Ref. No.: HO/DIT/HW/MS-Licenses/105 dated 12.07.2018** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of the registered office of the Bank situated within the territorial limits of India) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its corporate office at 2, N.S. Road, Kolkata 700001 (hereinafter called "Purchaser" or "Beneficiary") in the sum of Rs.20,00,000/- (Rupees twenty Lakh Only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid Form;
or
2. If the bidder, having been notified of the acceptance of its bid by the Beneficiary and the bidder during the period of bid security validity :
 - a) fails or refuses to accept the purchase order;Or
 - b) fails or refuses to deliver goods and services in accordance with RFP;

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

This guarantee will remain in force up to and including 60 days after the period of the bid validity i.e. up to _____ (mention date of expiry, which should be a minimum of bid validity of 180 + 60 days), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

- c) 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
- d) the total liability of the Bank under this guarantee shall be limited to Rs. _____ (Rupees _____ only)

Place: SEAL

Code No.

SIGNATURE.

NOTE:

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



ANNEXURE-3 (BIDDER'S INFORMATION AND PROFILE)

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

Sl. No	Particulars	Details
1	Bidder's Name	
2	Constitution and year of establishment	
3	Registered Office Corporate office Address	
4	Telephone No FAX No E-mail Address Website	
5	Name and designations of the persons authorized to make commitments to the Bank: Telephone, Fax, E-mail	
6	Name & Addresses of Directors/Promoters	
7	Description of business, service profile & client profile :	
8	Gross annual turnover of the bidder (Amt. in lakh): - Year 2015-16 - Year 2016-17 - Year 2017-18	
9	Profit of the bidder (Amt. in lakh) : - Year 2015-16 - Year 2016-17 - Year 2017-18	

DECLARATION:

We hereby declare that the information submitted above against RFP Ref. No. **HO/DIT/HW/MS-Licenses/105 dated 12.07.2018**, 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.

Place :

Date:

SIGN & SEAL (Authorized Signatory)

Name:

Designation:

Organization:

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

ANNEXURE-4 (DEVIATION STATEMENT)

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

(A) TECHNICAL DEVIATION STATEMENT

The following are the particulars of deviations from the requirements of the RFP specifications:

CLAUSE	DEVIATION	REMARKS with justification

(B) COMMERCIAL DEVIATION STATEMENT

The following are the particulars of deviations from the requirements of the RFP specifications:

CLAUSE	DEVIATION	REMARKS with justification

(C) Additional Terms & Conditions (if any proposed by the bidder)

Terms & Conditions	Remarks with justification

We agree to all the terms & conditions of the RFP (Ref. No. **HO/DIT/HW/MS-Licenses/105 dated 12.07.2018**) and request bank to consider the aforementioned deviations. However Bank is not bound to accept any deviation, additional terms and conditions mentioned above and further we confirm that we will withdraw all our deviations if unacceptable to the bank, failing which bank has right to reject our bid.

Place _____

Dated _____

Seal and Signature of Authorized Signatory

Name:

Designation:

Organization:

NOTE:

- 1) Where there is no deviation, the statement should be returned with an endorsement indicating "No Deviations".
- 2) The Bank is not bound to accept any deviation, additional terms and conditions mentioned under (A), (B) and (C) above and may reject the bid.

Annexure -5 (Performance Statement)

RFP Ref. No.- HO/DIT/HW/MS-Licenses/105 dated 12.07.2018

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

Details of orders executed successfully for supplying Microsoft Office Licenses in India:

S. No	Name of the Organization	Details of licenses provided	Scheduled time limit	Time taken for the supply of Licenses

Place _____

Dated _____

Seal and Signature of Authorized Signatory

Name:

Designation:

Organization:

(Note – Credential letter / documentary proof for the above need to be furnished by the bidder in its technical bid)

Annexure -6 (Credential Letter)

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

To :

**Allahabad Bank,
Department of Information Technology,
Head Office,
2 NS Road, Kolkata-700001**

Sir,

M/s _____ (Name of the Bidder) has successfully supplied the following items to our organisation:

S. No	Order no and date	Details of licenses provided	Quantity
1			
2			

Place _____

Dated _____

Seal and Signature of Authorized Signatory

Name:

Designation:

Organization:

Email-ID:

Contact Details:

Annexure-7 (Bidder Turnover & Profits)

RFP Ref. No.- HO/DIT/HW/MS-Licenses/105 dated 12.07.2018

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

Name of the Bidder Company / Firm: _____

Details of turnover and profit for last three years:

		Financial parameters of the bidder	
Sr. No	Financial Year	Annual Turnover (INR)	Profit (INR)
1	2015-16		
2	2016-17		
3	2017-18		
	Only Bidder company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)	(Mention the above amount in INR only)	

Certified By:
signatory

(Seal & signature of Chartered Accountant)

Name of Chartered Accountant
Bidder

Seal & Signature of authorized

(For Bidder)

Name of Authorized Signatory of

Place:

Date:

Please Note that copies of Audited Balance sheet and Profit & Loss accounts for the years 2015 -16, 2016-17 and 2017-18 to be submitted along with this Annexure.

Annexure-8 (MANUFACTURER'S AUTHORISATION FORM - MAF)

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

Dated.....

To:

Allahabad Bank,
Head Office,
Dept. of Information Technology,
2, Netaji Subhas Road,
Kolkata – 700 001, India

Dear Sir,

Sub : MAF for Procurement of Microsoft Licenses by Allahabad Bank

RFP Ref. No.- HO/DIT/HW/MS-Licenses/105 dated 12.07.2018

This has reference to your above mentioned RFP regarding procurement of Microsoft Server Licenses along with Cal. Microsoft Corporation is the Principal or Manufacturer of the Microsoft Server & Cal Licences.

We confirm that <<"PARTNER NAME">> having its office at <<" ADDRESS ">>, is one such business entity for Microsoft products in India among others, and possesses the requisite ability and resources to supply Microsoft products to you and is authorized to respond to your software requirements for licenses and quote their terms and conditions for Microsoft's range of products, negotiate and contract with you independent of Microsoft against the above mentioned tender for the supply of Microsoft products.

Further we confirm Bank that patches/updates released by us for the products will be available during the life cycle of the product and Bank may download the same from our official website. In case, patches/upgrade is not available for the product on the website, we will provide the same through our partner to Bank.

We confirm that the downgrade rights are granted with MS Server licenses and downgrade rights grant right to use prior versions of Microsoft Server licences.

We also confirm that the software licenses for Microsoft Servers & Cal, which are to be procured in the name of Allahabad Bank, Head Office Kolkata against the above referred tender, can be used at branches/offices of Allahabad Bank across the country.

Yours faithfully,

(Name, Designation, Address &
Phone No of the authorised signatory with Company Seal))

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

Annexure-9 (Commercial Bid)

Ref. No.

Dated

.....

To:

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

Dear Sir,

**Commercial Proposal for Procurement of Microsoft Windows Server Licenses
along with CAL**

RFP Ref. No.- *HO/DIT/HW/MS-Licenses/105 dated 12.07.2018*

With reference to the above RFP, having examined and understood the instructions, terms and conditions, scope of work etc. of RFP, we hereby submit our Commercial offer for procurement of Microsoft Windows Server Licenses along with CAL for the captioned RFP.

(Amount in Rupees & Exclusive of GST)

SI No	Item Description	Part Code	Qty	Unit Cost	Total Cost
	A	B	C	D	E=(C*D)
1	Microsoft Windows Server 2016 Standard Edition (2 Core licenses)	9EM-00123	4000		
2	Microsoft Windows Server 2016 Data Center Edition (2 Core licenses)	9EA-00127	480		
3	Microsoft Windows Server 2016 User CAL (Single User)	R18-05122	3000		
Total Cost of Ownership (TCO) for the RFP					

The above offered price is inclusive of all cost & taxes but exclusive of only GST.

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

Yours faithfully,

Authorized Signatory

Name:

Designation :

Date:

Company's Stamp / Seal

ANNEXURE-10 (Pre-Bid Query Format)
(To be submitted on the letter head of the Bidder)

RFP Ref. No.- HO/DIT/HW/MS-Licenses/105 dated 12.07.2018

I. No	Section & Clause Ref. No. / Appendix No. / Annexure No	Page No.	RFP Text	Query with justification	Response to Query (to be left blank by the vendor)



Annexure-11 (SELF DECLARATION – BLACKLISTING/DEFAULTER)
(To be submitted on the letter head of the Bidder)

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

Dear Sir,

Sub: Self Declaration – Blacklisting/defaulter
RFP Ref. No.- HO/DIT/HW/MS-Licenses/105 dated 12.07.2018

We hereby certify that, we have not been blacklisted/debarred by any Government Dept./ PSU / Banks for non-implementation / non delivery of the order / not providing support or any other reason currently.

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION
(ANNEXURE – 12)

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

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

Sub: LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION
RFP Ref. No.- *HO/DIT/HW/MS-Licenses/105 dated 12.07.2018*

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

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

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

ANNEXURE-13 (BUSINESS RULES FOR REVERSE AUCTION)

RFP Ref. No. - HO/DIT/HW/MS-Licenses/105 dated 12.07.2018

(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, as per Annexure-12.
- 1.3. Any vendor not willing to submit such undertaking shall be disqualified for further participation respecting the RFP Process.

2. ELIGIBILITY:

Only vendors who are technically qualified and who submit the prescribed undertaking to the Bank can participate in Reverse Auction relevant to the procurement/services for which RFP is floated.

3. COMPLIANCE/CONFIRMATION FROM VENDORS:

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

- 3.1.1 Acceptance of Business Rules for Reverse Auction and undertaking (Annexure 12 & 13).
- 3.1.2 Agreement between service provider and vendor, if requested by service provider/Bank (*This format will be given by the service provider prior to announcement of Reverse Auction.*)
- 3.1.3 Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in annexure-12.

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. TOTAL COST OF OWNERSHIP (TCO):

TCO refers to the aggregate amounts payable by the Bank for transfer of ownership.TCO shall encompass but not be limited to the following:

- 5.1 Cost of the Licenses etc and services as per RFP.
- 5.2 All existing taxes, duties and levies except GST.
- 5.3 Installation and commissioning charges, if any.

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

- 6.1 The Date, Time etc. for Mock Reverse Auction/ training in Reverse Auction shall be advised at the appropriate time.
- 6.2 The Bank shall Endeavour to fix such Date/Time at mutual convenience to the vendor/s, service provider and the Bank.
- 6.3 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.

7. DATE/TIME OF REVERSE AUCTION:

- 7.1 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.
- 7.2 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'.

8. CONDUCT OF REVERSE AUCTION:

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

9. 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.

10. MASKING OF NAMES:

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

11. START PRICE & DECREMENTAL BID VALUE:

Bank shall determine the start price either on its own or based on the indicative commercial bids submitted by the bidders.

12. REVERSE AUCTION PROCESS:

- 12.1 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.
- 12.2 The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

13. EXPENDITURE ON REVERSE AUCTION:

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

14. CHANGES IN BUSINESS RULES:

- 14.1 Any change in Business Rules as may become emergent and based on the experience gained shall be made only by Bank.
- 14.2 Any / all changes made in Business Rules shall be uploaded communicated to bidder prior to reverse auction process.
- 14.3 If 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.

15. Web Portal and Access

- 15.1 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.
- 15.2 Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/mock RA to eligible Bidders etc., and finally conduct of Reverse Auction.
- 15.3 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.
- 15.4 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.
- 15.5 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 not to wait till the last moment to quote their bids to avoid any such complex situations.
 - Failure of power/internet connectivity 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 (if required), before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.
- 15.6 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. during the reverse auction process.

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

- 16.1 No vendor shall involve himself / itself or any of his / its 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.

- 16.2 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.
- 16.2 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.)

17. GRIEVANCES REDRESSAL:

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

18. ERRORS AND OMISSIONS:

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

ANNEXURE-14 (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,
2, Netaji Subhas Road, Kolkata – 700 001, India

SUB: RFP for “Procurement of Microsoft Windows Server Licenses along with Cal”
RFP Ref. No.- HO/DIT/HW/MS-Licenses/105 dated 12.07.2018

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

Sl. No	Eligibility Criteria Set in the RFP	Documentary Evidence need to be submitted by Bidder to the Bank	Bidders Response
1	The bidder should be a registered company / firm and should be in existence for a minimum period of 5 (five) years in India as on 30.06.2018	Copy of Certificate of Incorporation /Partnership Deed to be submitted. <i>(To be submitted as Annexure -15)</i>	
2	The bidder must be a authorized partner of Microsoft	Manufacturer Authorization Form (MAF) as per Annexure-8	
3	The bidder should have annual turnover of at least INR 50 Crores for each of last three financial years i.e. 2015-16, 2016-17 and 2017-18 and should be profit making in each of these years.	<p>A certificate to this effect as per Annexure-7 duly signed by Chartered Accountant and authorized signatory (of the bidder) must be provided.</p> <p>Further Copies of audited balance sheets and Profit & Loss statements for the last three financial years i.e. audited statements for 2015-16, 2016-17 and 2017-18 should be submitted along with the offer.</p> <p>Note: In case Audited Financial statement is not available for the year 2017-18, bidder needs to submit the unaudited financial statement along with Annexure-7 <i>(as mentioned above)</i>.</p>	

4	<p>(d)The bidder should have supplied Licenses of Microsoft Windows 2012/2016 Server OS & CAL costing to Rs. 2 Crore or above through single order to any organization in India during last Five years</p> <p style="text-align: center;">OR</p> <p>(e)The bidder should have cumulatively supplied Licenses of Microsoft Windows 2012/2016 Server OS & CAL costing to Rs.5 Crore or above to organizations in India during last Five years.</p> <p style="text-align: center;">OR</p> <p>(f) The bidder should have cumulatively supplied Licenses of Microsoft products costing to Rs.10 Crore or above to organizations in India during last Five years.</p> <p>Note: The last Five (5) years will be considered from the last date of bid submission.</p>	<p>Bidder need to submit the credential letter as per annexure-6, proving its eligibility for the referred clause.</p> <p>In case of non-submission of the credential letter, bidder needs to submit sufficient documentary evidence confirming supply of the licenses to the organization, as per the required clause.</p>	
5	<p>The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company/organization operating in India, during last five (5) years.</p>	<p>Bidder should submit an Undertaking as per Annexure-11</p>	

Further we hereby undertake that all documents and information provided by us in the proposal are true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of RFP document and are liable to any punitive action for furnishing false information / documents

Place _____

Dated _____

Seal and Signature of Authorized Signatory