

Department of Information Technology, Head Office



Allahabad Bank

Request for Proposal
(RFP)

for

*Supply, Installation, configuration and Maintenance of
IBM Domino Enterprise & Messaging PVU Licenses and
IBM MQ-Series Licenses*

Ref. No. HO/DIT/SW Licenses/107

Date: 16/07/2018

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A. INVITATION FOR BID (IFB)

- 1.1. Allahabad Bank, leading Public Sector Bank, having its presence throughout the country intends to procure IBM Lotus Domino Enterprise & Messaging Licenses and IBM MQ Series PVU licenses, through open tendering process from IBM certified resellers / distributors / Enterprise partners.
- 1.2. 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 & Digital Banking, 2, Netaji Subhas Road, Kolkata-700 001, India, upon payment of a non-refundable fee of Rs. 5,000/- 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.
- 1.3. The RFP can be obtained from the following address during office hours on all working days between 10.00 A.M. to 4.00 P.M. either in person or by post.

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

- 1.4. 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 for the purpose of downloading and application made on such shall be considered valid for participating in the tender process.
- 1.5. The bidders who have downloaded RFP from Bank's e-Tendering website / Bank's official website and want to participate in the bidding process must pay a **non-refundable fee** of Rs. 5,000/- in the form of Demand Draft or Bankers Cheque or IOI, payable in favour of ALLAHABAD BANK at Kolkata, before the time of submission of bid.
- 1.6. The Detailed schedule of the RFP is as under:

Sl. No	Items	Details
1.	Bid/RFP reference	Ref. No. HO/DIT/SW Licenses/107 Date: 16/07/2018
2.	Cost of RFP	INR 5,000/-
3.	Date of commencement of sale of RFP	16-07-2018, 10:00 Hrs IST
4.	Last date and time of sale of RFP	31-07-2018, 12.00 Hrs IST
5.	Date & Time of Pre Bid Meeting	23-07-2018, 12.00 Hrs IST
6.	Last date and time for	31-07-2018, 13:00 Hrs IST

	submission of Bids (<i>Technical & Indicative Commercial Bid – in physical form</i>)	
7.	Date and time of opening of Technical Bids	31-07-2018, 15:00 Hrs IST
8.	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.
9.	Address for communication	Allahabad Bank Head Office Department of Information Technology 2 N.S. Road, Kolkata– 700 001, India
10.	Contact Details	Tel: 033-22623620/22420995 E-mail: <i>hodit.hardware@allahabadbank.in</i>

- 1.7. 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.**
- 1.8. 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.
- 1.9. No further discussion / interface will be granted to bidders whose bids have been technically disqualified.
- 1.10. Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
- 1.11. This RFP is not an offer by the Bank, but an invitation to receive offer from Bidder. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the Bank with the Bidder.
- 1.12. 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.
- 1.13. 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.)

B. INSTRUCTIONS TO BIDDERS (ITB)

1 INTRODUCTION:

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 IBM Domino Enterprise & Messaging PVU and IBM MQ Series Licenses.

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 ELIGIBILITY CRITERIA:

Bidders shall have 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 needed to be submitted by Bidder to the Bank
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 issued by Registrar of Companies and full address of registered office
2.	The bidder must be certified resellers / distributors / Enterprise partner of IBM	Manufacturer Authorization Form (MAF) as per Annexure-7
3.	The bidder should have annual turnover of at least INR 10 Crores for each of last three financial years and should be profit making in each of these years.	A certificate to this effect as per <i>Annexure-6</i> 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.
4.	The bidder should have Supplied & implemented IBM's MQ (Web-Sphere) Series Licenses in atleast	Bidder need to submit the Performance Statement as per format mentioned in Annexure-5. Additionally

	One (01) Scheduled Commercial Bank / Financial Institutions / PSU / Government organization in India during last five years (as on 30.06.2018). <i>(The supply should be to any organization directly by the bidder, not through any third party / dealer / sub-dealer)</i>	customer credentials/(Purchase Orders along with installation certificate) to be submitted to support the information under Annexure-05
5.	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.	Bidder should submit an Undertaking (To be submitted as per Annexure-12)

3 PERIOD OF THE PROJECT:

The Contract will be valid for a period of 4 years from the date of installation of licenses- the licenses will have a warranty of one year and Annual Technical Support(ATS) for 3 years. The performance of the selected bidder shall be reviewed every half year to ascertain vendor's capability during the period.

The Bank reserves the right to terminate the contract at its sole discretion by giving three months notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

4 SCOPE OF WORK:

The Bidder has to Supply, Installation/re-installation, Configuration/re-configuration and Maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series Licenses, as a part of the scope of work, as summarized under:

Product/ Part Number	Item Name	Quantity
D55JDLL	Domino Enterprise Server (PVU) License + SW Subscription & Support for one year	2360
E020KLL	Domino Enterprise Server (PVU) Annual SW Subscription & Support Renewal for 3 Years	2360
D55J9LL	Domino Messaging Server (PVU) License + SW Subscription & Support for one year	880
E020ILL	Domino Messaging Server (PVU) Licenses Annual SW Subscription & Support Renewal for 3 Years	880

D1GZULL	IBM MQ Advanced Processor Value Unit (PVU) License + SW Subscription & Support for one year	1000
E0LNALL	IBM Websphere MQ Advanced Processor Value Unit (PVU) Annual SW Subscription & Support Renewal for 3 Years	1000

- a) The Licenses should be in the name of Allahabad Bank and can be used across the Bank.
- b) Back to Back OEM active support should be available for the above products supplied by the successful Bidder in the contract and supporting documents for the same should be provided for releasing of respective payments
- c) The bidder should extend necessary onsite support in case bank facing serious/ problems in the products supplied. The bidder should also extend software installation and upgrade support whenever bank requests for the same.
- d) **Updates Subscription Services:** The Updates Subscription Services should be provided to Bank with rights to IBM product upgrades, maintenance releases and patches released during the ATS / IBM Support Technical Exchange subscription period and distributed on CD / DVD Packs, which are not on web site or not downloadable from the site for any technical reason.
- e) **Product Support:** IBM Product Support services to be offered to Bank for direct access via both the telephone and the web to IBM skilled staff of technical analysts for problem resolution, bug reporting, and technical guidance on a 24x7 basis. This service should be provided through telephone, fax, e-mail and direct connection to IBM's Web Interface without any limitation.
- f) The latest versions as and when released should be shipped to Bank within 2 weeks of receiving Bank request. Bidder would be required to coordinate and provide the latest versions.
- g) The bidder has to extend support and carry out all the installation/re-installation and configuration/re-configuration and integration, if required, as per the requirements of application provider.

5 WARRANTY AND AMC:

The Vendor shall provide the maintenance (Warranty, AMC & ATS) during entire contract period (4 years). Licenses should come with warranty for a period of one year and ATS for three years.

As part of warranty, AMC & ATS support the Vendor will provide following services:

- The Warranty, AMC & ATS support should be back to back from OEM onsite and comprehensive in nature with (24 x 7) service support regarding installation, configuration or any other related help through telephone and .email.
- The Vendor's engineer will have to rectify in case of any issues within four hours of reporting of the issue.

- Provide support during periodical IS Audits of the Bank and also rectify the deficiencies pointed out during IS Audit at no cost to the Bank.

6 SERVICE LEVEL AGREEMENTS:

The severity of all errors are classify into three categories :

Level	Description	Resolution Time
Critical	Showstoppers involving major functional failure in the products supplied. There are no usable workarounds available to troubleshoot the Problem	4 Hours
Medium	Partial disruptions, but an acceptable workaround is provided by bidder	2 Days
Low	Not a disruption, but related to performance issues. An acceptable temporary workaround is provided by bidder.	5 Days

For every issue crossing beyond the above referred thresholds for resolution Bank shall have right to levy penalty @ Rs. 1000/- (Rupees One Thousand Only) per day per issue, subject to a maximum of 10% of the contract value. For repeated failure, same or higher penalty will be charged depending upon the delay in rectification of the problem.

7 LIQUIDATED DAMAGES:

The bidder must strictly adhere to the delivery time schedule, as specified in the RFP, pursuant hereto, for performance of the obligations arising out of the contract. In case the Bidder fails to deliver or install any or all of the licenses within the time period(s) specified in the Contract/Order, the Purchaser shall, without prejudice to its other remedies under the Contract/Order, deduct from the Order Price, as liquidated damages, a sum equivalent to 0.5 (half) percent of the delivered price of the delayed licences for each week or part thereof of delay until actual delivery, up to a maximum deduction of 5% of the Contract Price. Once the maximum deduction is reached, the purchaser may consider termination of the contract.

8 COST OF BIDDING:

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

9 CONTENTS OF RFP:

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

- 1) Invitation For Bids(IFB)
- 2) Instruction to Bidders (ITB)
- 3) Conditions of Contract (COC)
- 4) Annexure

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.

10 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, 2 (two) working days prior to the date of Pre-Bid Meeting.

11 PRE-BID MEETING:

- a) 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.
- b) All the pre-bid queries of the bidders should be submitted as per Annexure-15 to the Bank at least one day before the scheduled pre-bid meeting Authorisation letter to be submitted as per Annexure- 16.
- c) 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 the 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.
- d) 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.
- e) Non-attendance at the Pre-bid Meeting will **not** be a cause for disqualification of a bidder.

12 AMENDMENT OF RFP:

- a) Any modification of the RFP, which may become necessary, as an outcome of the Pre-bid Meeting or otherwise, shall be made by the Purchaser exclusively through the issue of an Addendum/ Corrigendum.
- b) 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.
- c) 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.
- d) 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.

13 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.

14 NON-TRANSFERABLE TENDER :

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

15 TWO BID SYSTEM TENDER (E-Tendering) :

- a) Bidders are required to submit the Technical Bid (in addition to the documents pertaining to eligibility criteria) in physical form along with the Indicative Commercial Bid. However for the actual Commercials, Bank will be conducting a reverse auction process (*through Bank's E-Tendering Portal*) for selecting the L1 Bidder.
- b) The bidder will take care of submitting the Bid properly filled so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection.
- c) 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

16 SUBMISSION OF TECHNICAL BID

- a) The Bidders shall prepare **two copies** of the Technical Bid (*Including Eligibility criteria and 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 Supply, Installation, Configuration and Maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series Licenses*". 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.
- b) In addition to the above marking, the envelope must be super-scribed with the following information –
 - a) RFP Reference Number
 - b) Tender for supply, installation, configuration and maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series License in Allahabad Bank
 - c) Name and Address of Bidder
- c) This will enable the Purchaser to return the bid unopened, in case it is declared unacceptable for any reason whatsoever.
- d) 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 to the contract.
- e) 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 initialled 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.

- f) 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.
- g) The Bank will not allow/permit changes in the bids submitted after the last date of submission of bids.
- h) 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.
- i) Non-submission or partial submission of the information along with the offer could result in disqualification of the bid of the concerned bidder.
- j) The bidder will also be required to submit a 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
- k) A soft copy 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.
- l) "Copy Technical Bid" should contain all the documents/Annexures as submitted in the "Original Technical Bid" except original Bid Security.
- m) **The Technical Bid must not contain any price information with respect to its commercial offer.**

The Technical Bid shall comprise:

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	To be submitted as per Annexure- 16
Eligibility Criteria as outlined in the RFP	Eligibility Criteria Compliance	<i>Annexure-17 and all relevant documents like Bidder Turnover and Profits (Annexure-6), Audited Financial Statements, P&L statements, Performance Statement Format (Annexure 05), Undertaking/ Conformity letter as per Annexure -12, Customer credentials , POs etc, all relevant undertakings</i>
Technical Section	Table of Contents	<i>Annexure 1</i>
	Bid Form along with Power of Attorney of	<i>Annexure-2</i>
	Bank Guarantee Towards Bid Security	<i>Annexure-3</i>
	Bidders Information	<i>Annexure-4</i>

	Details of Offices	Annexure-18
	Manufacturers Authorisation Form	Annexure-7
	Letter of Authority for participation in Reverse Auction	Annexure-13
	Undertaking for Business rules for Reverse Auction as mentioned in Annexure-14	Undertaking letter to be submitted by Bidder
	Masked Commercial Bid without any price information.	PI mention xx instead of prices as per Annexure - 8
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		

17 INDICATIVE COMMERCIAL BID & REVERSE AUCTION (E-TENDERING)

- a) The prospective Bidders are advised to submit the Indicative Commercial Bid in physical form as per Annexure-8 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 is to be submitted strictly as per the format provided in Annexure-8.
- b) 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.
- c) Indicative Commercial Bids of only those Bidders, who qualify in Technical evaluation, shall be opened & subsequently reverse auction shall be conducted on the total cost of ownership of all the licenses. After the completion of reverse auction, the successful bidder will be 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 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.
- d) 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.
- e) 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. Kumar Chandan

09674758720

Mr. Debraj Saha

09674758721

Mr. Kushal Bose

07686913157

E-mail: kumarchandan@antaressystems.com
debrajsaha@antaressystems.com

kushal.b@antaressystems.com
tousik.g@antaressystems.com

18 PERIOD OF VALIDITY OF BIDS:

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

19 BID SECURITY:

- a) The Bidder shall furnish a Bid Security (as per Annexure-3) for Rs.3,00,000/- (*Rupees Three Lakhs only*), as a part of their bid.
- b) The bid security is required to protect the Purchaser against risk of Bidder's conduct during the period of bid validity.
- c) The bid security shall be denominated in the INDIAN RUPEES only
- d) The Bid Security will be in the form of a bank guarantee issued by any Scheduled Commercial Bank (*other than Allahabad bank*) located in India in the format of *Annexure-3 of RFP*
- e) 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.
- f) Non submission of bid security will lead to rejection of the offer
- g) The bid security may be forfeited under the following circumstances:
 - (a) If a Bidder withdraws its bid during the period of bid validity;
Or
 - (b) If Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information and/or
 - (c) In case of the Successful Bidder, if the Bidder fails or refuses:
 - i) to sign the Contract in accordance with RFP;
Or
 - ii) to execute, perform with the terms and conditions of RFP and contract RFP
Or
 - iii) to furnish performance security in accordance with RFP
- h) 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 signing of contract and submission of performance security.

20 MANUFACTURER'S AUTHORIZATION FORM

Bidders, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers (Annexure-7) that they have been authorized to quote on behalf of the manufacturer.

21 ALTERNATIVE OFFERS:

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

22 DEADLINE FOR SUBMISSION OF BIDS:

- a) Technical Bids along with Indicative Commercial Bid must be received by the Purchaser at the address specified under IFB Clause 6.9 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.
- b) The Purchaser may, at its discretion, extend this deadline 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.

23 LATE BIDS:

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.

24 MODIFICATION AND WITHDRAWAL FOR BIDS:

- a) 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.
- b) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of ITB Clause-14. 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.
- c) No bid may be modified subsequent to the deadline for submission of Bids.
- d) 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 by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Bid security.

25 BID OPENING:

- a) 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 technically qualified Bidders only 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.
- b) 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.

- c) Each Bid will be numbered serially, signed and dated by two officers of the Bank except printed literature, brochure and reports.
- d) 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.
- e) 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.
- f) 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.

26 CLARIFICATIONS OF BIDS:

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. If deemed necessary the vendor is required to give presentation on the systems offered.

27 PRELIMINARY EXAMINATION :

- a) 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.
- b) 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.
- c) Arithmetical errors will be rectified on the following basis.
 - "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.
 - If there is a discrepancy between words and figures, the amount in words will prevail.
- d) 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.
- e) 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.

- f) 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.

28 EVALUATION OF BIDS:

28.1. Objective of Evaluation Process

- g) 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.
- h) 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.
- i) 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.
- j) 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 the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of licenses as per the scope defined.
- k) 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) 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 per Annexure-14.

28.2. 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.

28.3. Evaluation of Technical Bids

- a) The Technical Bids opened will be evaluated by the Bank on the basis of following criteria -
 - Completeness of the Technical bid (including eligibility criteria) in all respects and availability of all information/details.
 - Point to point conformity of the goods and services (functionality) offered, to the Technical specifications provided in the RFP.
- b) 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 & Notification of award/Purchase Order will be issued to the successful bidder.
- c) 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.
- d) The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP:
 - Bidder's proposal should conform to the contents and format of the technical bid as listed out in the RFP.
 - Proposals not conforming to the specifications may be rejected summarily.

Any incomplete or ambiguous terms/conditions will disqualify the offer.

28.4. Evaluation of Commercial Bids

- a) 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-14.
- b) Evaluation of all eligible bidders will be done in Indian Rupees only.
- c) 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, the Bank at its discretion may also decide the starting bid for reverse auction.
- d) After the completion of reverse auction, the successful 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 with the lowest commercials will be declared the successful L1 bidder and shall be awarded the contract.
- e) Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.

The Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- f) 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

29 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 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 except applicable GST.**

30 CONTACTING THE PURCHASER :

- a) No Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the opening of the bid to the time the Contract is awarded.
- b) 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.

31 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.

32 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 contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by the Bank.

33 NOTIFICATION OF SELECTION OF VENDOR:

- a) Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by letter or fax/email, that its bid has been accepted.
- b) The notification of selection will constitute the basis for formation of the Contract.
- c) Upon the successful signing of contract with finally selected vendor, the Purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to ITB Clause-19

34 SIGNING OF CONTRACT:

- a) At the same time as the Purchaser notifies the selected Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form (Annexure-9) provided in the RFP, incorporating all agreements between the parties.
- b) Within Ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.
- c) Failure of the selected bidder to comply with the above shall constitute sufficient grounds for the forfeiture of the bid security.

35 CORRUPT OR FRAUDULENT PRACTICES:

- a) 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 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;
- b) 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.
- c) 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.

36 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

- a) 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.
- b) Purchaser reserves the right to make any changes in the terms and condition of the purchase.
- c) Purchaser will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

C. CONDITIONS OF THE CONTRACT (COC)

37 DEFINITIONS:

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

- a) **“The Purchaser” or “Bank”** means **Allahabad Bank**.
- b) **“The Supplier” or “Bidder” or “Vendor”** means the company / firm supplying the Goods under this Contract.
- c) **“The Contract”** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- d) **“The Contract Price”** means the total price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- e) **“Day”** means calendar day.

38 PRICES:

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

39 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.

40 PURCHASER’S RIGHT TO VARY QUANTITIES:

The Purchaser reserves the right to increase or decrease, the quantity of goods & services originally specified in the commercial Bid (Annexure-07) by up to 15% (rounded off to next whole number) during the contract 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 before awarding the purchase order to successful bidder.

41 DELIVERY OF LICENSES:

- d) The Software Licenses are to be in the name of **Allahabad Bank** and to be delivered at Bank’s Head Office, Kolkata for the use at branches/offices of Allahabad Bank across the country.
- e) The Licenses to be delivered, installed and configured within **14 days** of issuance of Notification of Award/Purchase Order. Any delay in the above may attract Liquidated Damages on the Bidder as per ITB Clause 7.
- f) The Supplier should certify that the licenses supplied are legally obtained.

42 PERFORMANCE SECURITY:

The successful bidder will have to give Performance Bank Guarantee (as per Annexure-10) for 10% of the contract price while submitting the contract. The validity of the Performance Bank Guarantee should be for a period of 4 years + 180 days from the date of notification of award.

The Performance Security may be invoked in case of failure of supplier to meet the performance obligation.

43 PAYMENT TERMS:

a) Software License Cost: 100% to be paid on successful delivery, installation and configuration Payment shall be made promptly by the Purchaser but in no case later than 30 days from date of submission of invoice, along with all the supporting documents like delivery and installation certificate

b) ATS Cost:

ATS Cost shall be paid in half yearly basis in arrears..

44 EXECUTION OF NON-DISCLOSURE AGREEMENT

The **Successful** Bidder should execute Non-disclosure Agreement (NDA) as per Annexure-19 within one month from the date of **Notification of Award**.

45 TERMINATION FOR DEFAULT:

- a) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- i. if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract.; or
 - ii. if the Supplier fails to perform any other obligation(s) under the Contract; or
 - iii. If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b) The event the Purchaser terminates the Contract in whole or in part, pursuant to above , the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

46 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 contract will not exceed the total cost i.e. Contract Price.

47 PATENT RIGHT

- d) 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.
- e) 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.

48 GOVERNING LANGUAGE:

The governing language of the contract shall be English. All correspondence and other documents pertaining to the contract, which may be exchanged by the parties, shall be written in this language.

49 APPLICABLE LAW:

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

50 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.

51 FORCE MAJEURE:

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

For purposes of this Clause, "Force Majeure" means an event beyond the control of the 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 Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

52 TERMINATION FOR CONVENIENCE :

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.

53 BIDDER'S INTEGRITY :

The bidder 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.

54 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 misdemeanours.

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.

55 USE OF CONTRACT DOCUMENTS AND INFORMATION:

The bidder shall not, without the purchaser's prior written consent, disclose the Contract 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 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.

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

Any document, other than the Contract itself, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the bidder's performance under the Contract if so required by the purchaser.

56 ASSIGNMENT:

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

57 RESOLUTION OF DISPUTES:

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

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

58 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 contract or existing at any purchaser location.

59 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 TABLE OF CONTENTS

RFP Ref No: HO/DIT//SW Licenses /107

dated 16.07.2018

The Bid should contain the following

<u>Sr No</u>	<u>Particulars</u>	<u>Proforma Given</u>
1	Tender forwarding letter along with power of Attorney/ Board resolution of authorized signatory	Annexure- 02
2	Eligibility criteria compliance	Vendor to provide Annexure 17 and all the requisite documents necessary
3	Cost of RFP (Demand Draft)	Vendor to provide
4	Bid Security (Bank Guarantee)	Annexure - 3
5	Masked Commercial Bid	Annexure 8
6	Authorization Letter	Annexure- 16
7	Bidder Information	Annexure –4
8	Letter of Authority to Participate in Reverse Auction	Annexure- 13
9	Undertaking accepting Business Rules provided in Annexure 14	Undertaking by Bidder
10	Conformity / Undertaking Letter	Annexure-12
11	Details of Offices	Annexure-18
12	Manufacturers authorization Form	Annexure-7
13	Copy of technical Bid in CD/DVD	Bidder to provide
14	Copy of the tender document along with RFP and addendums (if any) duly sealed and signed	Bidder to provide

Authorized Signatory

Name: Designation:

Bidder's Corporate Name & Address

Phone number and email

ANNEXURE-2 BID FORM/ TENDER FORWARDING LETTER

RFP Ref No: HO/DIT//SW Licenses /107

dated 16.07.2018

To:

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

Dear Sir,

Sub: RFP for supply, installation, configuration and maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series License in Allahabad Bank

With reference to the above RFP, having examined and understood the RFP (RFP Ref No: HO/DIT//SW Licenses /107 dated 16.07.2018) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver the licenses 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.

In the event of our acceptance of our Technical as well as Commercial Bids by the Bank, we undertake to provide the Domino Enterprise & Messaging PVU License and IBM MQ-Series License in Allahabad Bank as per your Purchase Order. If our bid is accepted, we will submit a Performance Bank guarantee for a sum equivalent to 10% of the contract price as per Annexure 10 to the Bank valid for a period of 4 years plus 180 days from the date of issuance of Purchase Order.

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.

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.

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

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

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

DD/PO No. dated for Rs.5000/- (Rupees Five Thousand Only) issued by ____ BankBranch in favour of Allahabad Bank, on(date), payable at Kolkata as Cost of RFP Document

&

-/BG No. _____ Dated _____ for Rs. 3,00,000/- (Rupees Three Lac only) issued
by _____ Bank _____ Branch, in favour of Allahabad Bank, as BID
SECURITY.

Place:
Dated this _____ day of _____ 2018

(Signature)

(In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of bidder) _____

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-3 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 dated _____ (date of submission of bid) for supply, installation, configuration and maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series License in response to Allahabad Bank's Request for Proposal (RFP) No. *RFP Ref No: HO/DIT/SW Licenses/107 dated 16.07.2018* (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 bank) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK (hereinafter called "the Beneficiary") in the sum of Rs. _____ /-(Rupees _____ only) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

- 1) If a Bidder withdraws its bid during the period of bid validity;
Or
- 2) If Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information and/or
- 3) In case of the Successful Bidder, if the Bidder fails or refuses:
 - i) to sign the Contract in accordance with RFP;
Or
 - ii) to execute/perform with the terms and conditions of RFP and contract RFP
Or
 - iii) to furnish performance security 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+60 days), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

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

Place: SEAL
SIGNATURE.

Code No.

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-4 BIDDER'S PROFILE/ INFORMATION

(on letter head of Bidders firm)

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

Note:

- A. Please provide the Shareholding Pattern of the company as on date.
- B. Please provide List of Board of Directors of the Bidder/Company as on Date with a brief background of each one of them.
- C. Please provide the List of Top Management Executives of the Bidder as on Date with their Names, Designation & E Mail Id's in the format as given below:

ANNEXURE -5 PERFORMANCE STATEMENT

Details of orders executed successfully for Supply, Installation, configuration and Maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series Licenses in India:

RFP Ref No: HO/DIT//SW Licenses /107

dated 16.07.2018

Name of the Bidder: _____.

Name and the Full Address of The Purchaser	Order Number and Date	Description of Licenses Provided	Quantity of Licenses Provided	Date of Completion of delivery	
				As per order	Actual

(Note – Customer Credentials /(Purchase order along with installation certificate) for the above are to be furnished)



Place :
Date:

SEAL

(Authorized Signatory)

ANNEXURE 6 –BIDDER TURNOVER & PROFITS

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

RFP Ref No: HO/DIT//SW Licenses /107

dated 16.07.2018

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)
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)	

Also, 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.

Certified By:
signatory

Seal & Signature of authorized

(Chartered Accountant)

(For Bidder)

Place:

Date:

ANNEXURE-7 MANUFACTURER'S AUTHORISATION FORM

(This format has to be issued by IBM 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,

RFP Ref No: HO/DIT/SW Licenses /107

dated 16.07.2018

This has reference to your above mentioned RFP regarding supply, installation , configuration and maintenance of IBM Domino Enterprise & Messaging PVU Licenses and IBM MQ Series License. IBM is the Principal or Manufacturer of the mentioned products.

We have authorised M/s (name and address of Bidder) to bid, negotiate and conclude the contract with you for our products against the above RFP. They are also authorised to install, maintain and provide support services related to our products. They are in a position to supply the required no. of Software Licenses as mentioned in your aforesaid RFP.

We also confirm that the software licenses for IBM Domino Enterprise & Messaging PVU and IBM MQ Series which are to be procured in the name of Allahabad Bank, Head Office Kolkata, can be used at branches/offices of Allahabad Bank across the country.

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

We authorize the above mentioned reseller to participate in the bid against the aforesaid RFP.

Place:
Seal & Signature (For OEM)

Date:

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

**ANNEXURE-8 COMMERCIAL BID
PRICE SCHEDULE**

Sl. No	Item Description	Part Number	Qty	License Cost+ 12 Months Support	Year 2 ATS Price	Year3 ATS Price	Year4 ATS Price	Total Cost for 4 years
				A	B	C	D	E=(A+B+C+D)
1	Domino Enterprise Server (PVU)- License + SW Subscription & Support 12 months	D55JDLL	2360					
2	Domino Enterprise Server (PVU) (Annual SW Subscription & Support)	E020KLL						
3	Domino Messaging Server (PVU)) - License + SW Subscription & Support 12 months	D55J9LL	880					
4	Domino Messaging Server (PVU) - Annual SW Subscription & Support	E020ILL						
5	IBM MQ Advanced Processor Value Unit (PVU) License + SW Subscription & Support 12 months	D1GZULL	1000					
6	IBM MQ Advanced Processor Value Unit (PVU) - Annual SW Subscription & Support	E0LNALL						
GRAND TOTAL (X)								

Total Bid Price	
------------------------	--

Total Bid Price (in words): Rupees.....

Reverse Auction shall be held for a value of Grand Total(X), which shall decide L1. The L1 will be required to furnish a breakup as per above tables within two days of conclusion of the reverse auction.

The Bank reserves the right to place order for all products or part thereof.

Note:

- 1) The bidder has to quote all cost on a fixed price basis inclusive of all costs and taxes like custom duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the delivery location of the Bank but exclusive of **GST which shall be paid/reimbursed on actual basis**. The Bank will not pay any other taxes, costs or Charges except applicable GST.

- 2) The bidder has to quote for each line item.
- 3) The Unit and Total Cost should be given in full INR (i.e. without decimal places)
- 4) In case of discrepancy between unit price and Total price, the unit price shall prevail.

We understand that the Bank is not bound to accept the lowest or any bid the bank receives and Bank has right to accept or reject in part of full, any or all the offers without assigning any reason.

Place :
Signatory

Date

SEAL

Authorized



ANNEXURE-9 CONTRACT FORM

(On a 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 Supplier) of _____ (City and Country of Supplier) (hereinafter "the Supplier") of the other part :

WHEREAS the purchaser is desirous that certain goods should be provided by the Supplier, viz., _____ (Brief Description of Goods) and has accepted a bid by the Supplier for supply of Goods and Services in the sum of Rs. _____ (Contract Price in Words and Figures) (hereinafter "the Contract Price").

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) RFP for supply, installation, configuration and maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series License in Allahabad Bank and subsequent addendums (if any)
 - (b) The Commercial Bid submitted by the bidder,
 - (c) The Purchaser's Notification of Selection.
 - (d) The Successful Bidders Notification of Acceptance
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods which shall be supplied/provided by the Supplier are as under:

Sl. No	Item Description	Part Number	Qty	License Cost+ 12 Months Support	Year 2 ATS Price	Year3 ATS Price	Year4 ATS Price	Total Cost for 4 years
				A	B	C	D	E=(A+B+C +D)
1	Domino Enterprise Server (PVU)- License + SW Subscription & Support 12 months	D55JDLL	2360					
2	Domino Enterprise Server (PVU) (Annual SW Subscription & Support)	E020KLL						
3	Domino Messaging Server (PVU)) - License + SW Subscription & Support 12 months	D55J9LL	880					
4	Domino Messaging Server (PVU) - Annual SW Subscription & Support	E020ILL						
5	IBM MQ Advanced Processor Value Unit (PVU) License + SW Subscription & Support 12 months	D1GZULL	1000					
6	IBM MQ Advanced Processor Value Unit (PVU) - Annual SW Subscription & Support	E0LNALL						
GRAND TOTAL (X)								

Total Bid Price	
------------------------	--

Total Bid Price (in words): Rupees..... The Contract will be valid for a period of 4 years from the date of installation of licenses- the licenses will have a warranty of one year and Annual Technical Support(ATS) for 3 years.

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 Supplier)

in presence of _____

Signed, Sealed and Delivered by the
said _____ (For the Purchaser)

in presence of _____

ANNEXURE-10 PERFORMANCE SECURITY FORM

(FORMAT OF BANK GUARANTEE (BG) FOR PERFORMANCE 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 dated _____ (date of submission of bid) for supplying IBM Domino Enterprise & Messaging PVU Licenses and IBM MQ-Series Licenses in response to Allahabad Bank's Request for Proposal (RFP) No. *RFP Ref No: HO/DIT/SW Licenses /107dated 16.07.2018* (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 bank) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK (hereinafter called "the Beneficiary") in the sum of Rs. _____ /-(Rupees _____ only) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

If the bidder, having been notified, by the beneficiary, as selected for supplying IBM Licenses , during the period of contract fails to supply / provide goods or perform obligations in accordance with the aforesaid RFP and Contract, as bidder;

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

This guarantee will remain in force up to 4 years+ 6 months from the date of signing the contract i.e. up to _____ (mention date of expiry), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

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

Place:
SEAL

Code No.

SIGNATURE.

NOTE :

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

ANNEXURE-11 UNDERTAKING FOR AUTHENTICITY

(To be submitted by Successful Bidder)

RFP Ref No: HO/DIT//SW Licenses /107dated 16.07.2018

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

Ref: Your Purchase Order No. _____ Dated _____

With reference to the IBM Licenses being supplied, installed, configured and maintained vide your order cited above, we hereby undertake that all the components / parts /assembly / software used 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.

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 suppliers at the time of delivery or within a reasonable time.

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

We also take full responsibility of any missing/new software patches and updates related to supplied licenses even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

Yours faithfully,

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

ANNEXURE 12- CONFORMITY/UNDERTAKING LETTER

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

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

Dear Sir,

Supply, installation, configuration and maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series License in Allahabad Bank

With reference to our bid dated, in response to the Request for Proposal and subsequent clarifications (Bank's tender *RFP Ref No: HO/DIT/SW Licenses /107 dated 16.07.2018* hereinafter referred to as "RFP") issued by Allahabad Bank ("Bank") we hereby covenant, warrant and confirm as follows:

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

Document Correctness:

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

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

Legal:

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

Not Blacklisted:

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

Know Your Employee (KYE)

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

Minimum Wages

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

Place:

Date:

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

ANNEXURE 13- LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION

(To Be Submitted By All Vendors Participating In Reverse Auction On Their Letter Head)

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

Sub: LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION

RFP Ref. No. – *RFP Ref No: HO/DIT//SW Licenses /107dated 16.07.2018*

1. We _____ (name of the company) have submitted our bid for participating in Bank's above referred RFP for Procurement of IBM Domino Enterprise & Messaging PVU Licenses and IBM MQ Licenses for Allahabad Bank.
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction Process.
4. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
5. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which Bank shall forfeit our EMD (Bid security
6.). We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.
7. 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 – 14- BUSINESS RULES FOR REVERSE AUCTION

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

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

APPLICABILITY:

Reverse Auctions are carried out under the framework of rules that are called Business Rules.

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-13.

Any vendor not willing to submit such undertaking shall be disqualified for further participation respecting the RFP Process.

ELIGIBILITY:

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.

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.

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.

COMPLIANCE/CONFIRMATION FROM VENDORS

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

Acceptance of Business Rules for Reverse Auction and undertaking (Annexure-13).

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

Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure-12.

TRAINING:

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.

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.

DATE & TIME FOR TRAINING/MOCK REVERSE AUCTION:

The date, time etc. for Mock Reverse Auction/ training in Reverse Auction shall be advised at the appropriate time.

The Bank shall Endeavour to fix such Date/Time at mutual convenience to the vendor/s, service provider and the Bank.

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.

DATE/TIME OF REVERSE AUCTION:

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.

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'.

CONDUCT OF REVERSE AUCTION:

The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empanelled by the Bank.

TRANSPARENCY IN BIDS:

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

MASKING OF NAMES:

Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.

After completion of Reverse Auction, the auctioneer will reveal the original names of the bidders & L1 bidder and its price quoted..

START PRICE & DECREMENTAL BID VALUE:

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

REVERSE AUCTION PROCESS:

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.

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.

EXPENDITURE ON REVERSE AUCTION:

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

CHANGES IN BUSINESS RULES:

Any change in Business Rules as may become emergent and based on the experience gained shall be made only by Bank.

Any / all changes made in Business Rules shall be uploaded communicated to bidder prior to.

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.

DON'TS APPLICABLE TO THE BIDDER/VENDOR:

No vendor shall involve himself or any of his representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.

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.

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.)

GRIEVANCES REDRESSAL:

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

The Chief Compliance Officer along with the Chief Law Officer of the Bank and Chief of Audit Dept. of the bank shall give personal hearing to the aggrieved bidder / vendor and decide upon the complaint / grievance

Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all vendors participating in the Reverse Auction.

ERRORS AND OMISSIONS:

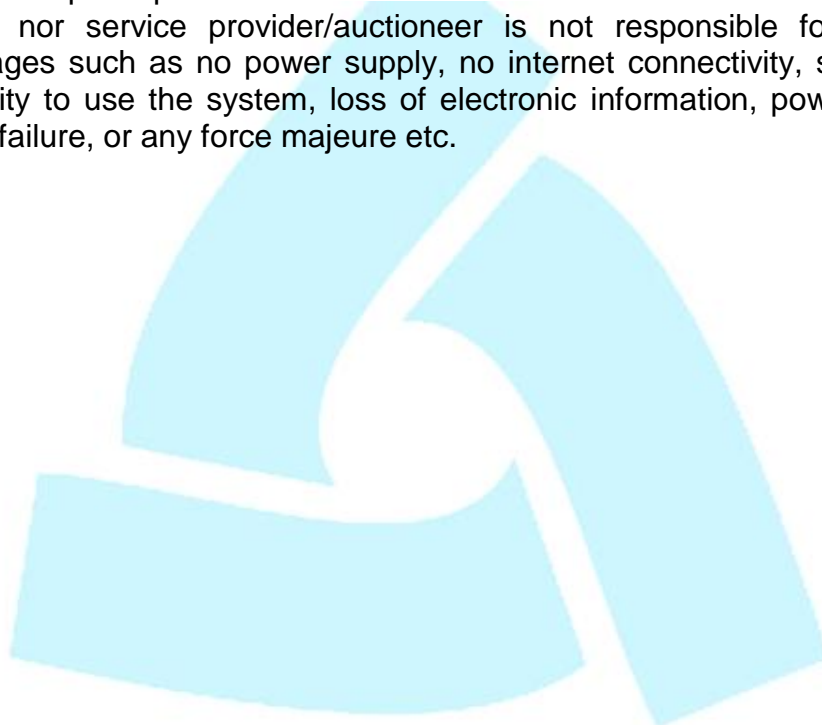
On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

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. 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.



ANNEXURE 15 -PRE-BID QUERY FORMAT

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

Ref: RFP Ref No: HO/DIT/SW Licenses /107dated 16.07.2018

Sl. 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 – 16- AUTHORIZATION LETTER FORMAT

(On the Organization's Letter Head)

Date:

Chief Manager (IT),
Information Technology & Digital Banking
Allahabad Bank,
Head Office,
2, Netaji Subhas Road, Kolkata – 700 001

Dear Sir,

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

Ref: RFP Ref No: HO/DIT/SW Licenses /107dated 16.07.2018

This has reference to your above RFP for supply, installation, configuration and maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series License in Allahabad Bank according to the Industry Best Practices. 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.

ANNEXURE – 17- ELIGIBILITY CRITERIA 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: Supply, installation, configuration and maintenance of IBM Domino Enterprise & Messaging PVU License and IBM MQ-Series License in Allahabad Bank

Ref: RFP Ref No: HO/DIT/SW Licenses /107dated 16.07.2018

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	Bidder's response and necessary documents	Compliance(Y es/No)
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 issued by Registrar of Companies and full address of registered office	
2.	The bidder must be certified resellers / distributors / Enterprise partner of IBM	Manufacturer Authorization Form (MAF) as per Annexure-7	
3.	The bidder should have annual turnover of at least INR 10 Crores for each of last three financial years and should be profit making in each of these years.	A certificate to this effect as per <i>Annexure-6</i> 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.	

4.	<p>The bidder should have Supplied & implemented IBM's MQ (Web-Sphere) Series Licenses in atleast One (01) Scheduled Commercial Bank / Financial Institutions PSU / Government organization in India during last five years (as on 30.06.2018).</p> <p><i>(The supply should be to any organization directly by the bidder, not through any third party / dealer / sub-dealer)</i></p>	<p>Bidder need to submit the Performance Statement as per format mentioned in Annexure-5. Additionally Customer credentials/(Purchase Orders along with installation certificate) to be submitted to support the information under Annexure-05</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.</p>	<p>Bidder should submit an Undertaking (To be submitted as per Annexure-12)</p>	

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

ANNEXURE 18 – DETAILS OF OFFICES
(To be submitted on the letter head of the bidder)

RFP Ref No: HO/DIT//SW Licenses /107dated 16.07.2018

To:

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

Sir,

We have permanent offices at the following locations across India.

Sl. No	Location & Address	Contact Person and details	Ph. No and email address

Seal & Signature of Authorized signatory: _____

**ANNEXURE 19-NON-DISCLOSURE AGREEMENT
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)**

RFP Ref No: HO/DIT//SW Licenses /107dated 16.07.2018

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

AND

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

THIS AGREEMENT WITNESSETH AS UNDER:

The Bank is *inter-alia* engaged in the business of banking and various banking
operations.

M/s..... Limited has been appointed as CRA

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

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

1. Confidential information

"**Confidential Information**" means and includes all data, documents and
information disclosed or to be disclosed by either Party to other Party and its
Representatives (as defined herein) (including information transmitted in written,

electronic, magnetic or other form and also information transmitted orally or visually) and any and all information, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving Party” means the party who receives the confidential information and is obligated to keep it secret “Receiving Party” may use the information solely for and in connection with the Purpose.

"Disclosing Party" means party who discloses Confidential Information.

2. Use of Confidential Information

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

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

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

3. Exemptions

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

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

4. Term

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

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

5. Title and Proprietary Rights

Notwithstanding the disclosure of any confidential information by the Bank to the Bidder, the Bank shall retain title and all intellectual property and proprietary rights in

the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by the Bidder is either granted or implied by the conveying of confidential information.

6. Return of Confidential Information

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

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

7. Remedies

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

8. Entire Agreement

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

9. Severability

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

10. Indemnity

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

11. Dispute Resolution Mechanism

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

12. Jurisdiction

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

13. Governing Laws

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

14. Authority to Execute the Contract

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

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

SIGNED :

For and on behalf of BANK

.....

For and on Behalf of

M/s.

.....