

ALLAHABAD BANK
DEPARTMENT OF INFORMATION TECHNOLOGY
HEAD OFFICE
2, Netaji Subhas Road, Kolkata-700001



REQUEST FOR PROPOSAL (RFP)
for EMPANELMENT OF VENDORS ON RATE CONTRACT BASIS FOR
PROCUREMENT OF UNINTERRUPTED POWER SUPPLY (UPS) SYSTEMS
FOR A PERIOD OF ONE (01) YEAR

RFP Ref: HO/DIT/UPS-EMPANELMENT/2019-20/122 DATED 07/02/2019

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SECTION-I**INVITATION FOR BIDS (IFB)****RFP NO: HO/DIT/UPS-EMPANELMENT/2019-20/122****DATE: 07/02/2019**

1. **ALLAHABAD BANK** intends to make empanelment of vendors, having country wide presence, for procurement of Uninterrupted Power Supply (UPS) Systems on rate contract basis, by its Head Office/Zonal Offices/Field Offices from time to time. The **“Empanelment-cum-Rate Contract”** will be valid for a period of one year, which may be later extended further up to one year at Bank’s discretion.
2. In this connection, sealed Technical bids and Online Commercial Bids are invited, from eligible bidders for the above “Empanelment-cum-Rate Contract” of vendors for Supply, Installation & Maintenance of the items in the following categories–

Sl. No.	Category	Items covered
1.	Uninterrupted Power Supply (UPS) Systems	UPS (3 KVA, 6KVA, 10KVA) with 2 Hrs and 4 Hours battery backup

3. The names of such vendors, who qualify in the process of both technical & commercial evaluation, will be circulated to all Zonal/Field Offices etc., of the Bank. Procurement of the above empanelled items vis-à-vis requirements of the Bank, emanating from its branches/offices spread all over the country during the next one year (or up to two years, as the case may be) from the date of empanelment, will be done from these short-listed vendors, as enumerated elsewhere in the RFP. The procurement of items envisages Supply, Installation, Commissioning and Maintenance of the equipments to be installed at various Branches/Locations.
4. A complete set of Request for Proposal (RFP) may be purchased by the interested bidders, on submission of a written application, in duplicate, from Allahabad Bank, Head Office, Department of information Technology, 2, Netaji Subhas Road, Kolkata-700 001, **India, upon payment of a non-refundable fee of Rs. 25,000/- (Rs 500.00 extra, if to be sent through courier)** in the form of Demand Draft or Banker’s Cheque 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.**
5. 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. (Monday-Saturday) and 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. +91-33 -2262 3620, 2242 0995

6. The complete RFP has been published at the Bank’s official website www.allahabadbank.in & Bank’s e-Tendering website www.tenderwizard.com/abbank and is available on the web site for purpose of downloading and application made on such a form shall be considered valid for participating in the tender process.
7. The bidders who download the RFP from **Bank’s official website www.allahabadbank.in** & Bank’s e-Tendering website www.tenderwizard.com/abbank and want to participate in the bidding process must pay a fee of **Rs. 25,000/-** in the form of Demand Draft or Bankers Cheque, payable in favour of ALLAHABAD BANK at Kolkata, on or before the last date and time of submission of technical & online commercial bid.

The RFP Details are as under:

Sl. No	Item	Details
7.1.	Bid Reference	HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019.
7.2	Price of RFP	INR 25,000/-
7.3	Courier/Registered Post Charges	INR 500/-
7.4	Date of commencement of sale of RFP	07.02.2019, 13.00 Hrs IST
7.5	Date & time for Pre-Bid Meeting	14.02.2019, 13.00 Hrs IST
7.6	Last date & time for sale of RFP	28.02.2019, 13.30 Hrs IST
7.7	Last date & time for submission of Bids	28.02.2019, 13.30 Hrs IST
7.8	Date & time of opening of Technical Bid	28.02.2019, 15.30 Hrs IST
7.9	Date of opening of commercial bids	To be notified later to the eligible bidders
7.10	Place of opening of Bids	ALLAHABAD BANK DEPARTMENT OF INFORMATION TECHNOLOGY HEAD OFFICE, 2 N.S. ROAD, KOLKATA-700001, INDIA
7.11	Address for communication	As above. Tel.- +91-33 -2262 3620, 2242 09952 Fax: 091-33-22106323 Email: hodit.hardware@allahabadbank.in

8. The Technical Bid in physical form and online Commercial Bids must be submitted in at the same time, giving full particulars in, within the time period specified as above.
9. All bids must be accompanied by a bid security as specified in the RFP and must be delivered at the above office, on or before specified date and time indicated above.
10. Technical Bids will be opened in the presence of the bidder's representatives who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and Commercial Bids of the technically qualified bidders will be opened in the presence of their representatives on a specified date and time, which will be notified separately.
11. No further discussion/interface will be granted to bidders whose bids have been disqualified on technical or any other ground declared/established as per terms/conditions of the RFP.
12. Non-attendance at the Bid opening will not be a cause for disqualification of a bidder.
13. 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.
14. MSEs (Micro and Small Enterprises) are exempted from paying the Tender Fee and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs, the provisions as per Government of India

shall be considered while evaluating the tender.

15. Allahabad Bank reserves the right to accept or reject, in part or full, any or all the offers without assigning any reasons whatsoever.

**CHIEF MANAGER (IT)
ALLAHABAD BANK
HEAD OFFICE
KOLKATA (WB)**

SECTION II
INSTRUCTION TO BIDDERS (ITB)

I N D E X

Sl. No.	SUBJECT	Page No.
1	INTRODUCTION	7
2	ELIGIBLE BIDDERS	7
3	TWO BID SYSTEM TENDER	8
4	NON TRANSFERABLE TENDER	10
5	ELIGIBLE GOODS & SERVICES	10
6	ORIGINAL EQUIPMENT MANUFACTURE	10
7	ALTERNATIVE OFFERS	11
8	ERASURES OR ALTERATIONS	11
9	COST OF BIDDING	11
10	CONTENTS OF RFP	11
11	CLARIFICATION OF RFP	11
12	PRE-BID MEETING	11
13	AMENDMENT OF RFP	12
14	LANGUAGE OF BID	12
15	BID SECURITY	12
16	EMPANELMENT SECURITY	13
17	FORMAT & SIGNING OF BIDS	13
18	SUBMISION OF BIDS	14
19	DEADLINE FOR SUBMISSION OF BIDS	15
20	LATE BIDS	15
21	MODIFICATION & WITHDRAWAL OF BIDS	16
22	BID OPENING	16
23	CLARIFICATION OF BIDS	17
24	PRELIMINARY EXAMINATION	17
25	EVALUATION & COMPARISION OF BIDS	18
26	PRICE COMPOSITION	19

Sl. No.	SUBJECT	Page No.
27	CONTACTING THE PURCHASER	19
28	EMPANELMENT OF VENDOR AND RATE CONTRACT	19
29	PURCHASER'S RIGHT TO VARY QUANTITY AT THE TIME OF AWARD	20
30	PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS	20
31	NOTIFICATION OF EMPANELMENT	20
32	SIGNING OF CONTRACT	20
33	CIRCULATION OF EMPANELMENT OF VENDORS	20
34	PROCUREMENT OF ITEMS	21
35	NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER	21
36	FALL CLAUSE	21
37	INTEGRITY PACT	21

SECTION- II
INSTRUCTION TO BIDDERS (ITB)

1. INTRODUCTION:

- 1.1 **ALLAHABAD BANK**, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called “**The Purchaser**”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called **Request for Proposal** or **RFP**, to the vendors to participate in the competitive bidding towards the Project specified in the Bid Data Sheet, as per specifications, terms and conditions in this RFP.
- 1.2 This tender is meant for the exclusive purpose of bidding as per the terms; conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 1.3 The items specified in **Schedule of Requirement (Section-VI)** will be procured through this tender on “Rate Contract Basis”.
- 1.4 The Purchase Order for the items will be placed by the Head Office/ respective Zonal Offices etc. of the Purchaser for the offices/branches under its control, where the items are to be supplied. The Head Office/respective Zonal Offices/Field Inspection Office etc. of the Purchaser will be responsible for making the payments for the goods supplied.

2. ELIGIBLE BIDDERS:

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

Eligibility Criteria is tabulated as under:

Eligibility Criteria	Documents Required
2.1 The bidder should have countrywide presence. They must have their own office in at least six out of the seventeen cities viz. Kolkata, Mumbai, New Delhi, Chennai, Bangalore, Hyderabad, Lucknow, Varanasi, Patna, Ranchi, Chandigarh, Ahmedabad, Bhopal, Raipur, Bhubaneshwar, Guwahati and Jaipur.	Details of own Offices as per Annexure-6
2.2 The bidder must have a minimum of 30 Service centres (own or franchisee), for at least 30 out of 46 locations for Zonal Offices specified in Annexure-7.	Service Centre Details as per Annexure-7
2.3 The bidder or any of its entity (in case of merger/demerger/acquisition), must be an OEM of UPS Systems and should have been operating in India for a minimum period of 3 years as on 31.12.2018.	Copy of the Certificate of Incorporation /Partnership Deed signed by authorized signatory, is to be submitted.

<p>2.4 The bidder should have supplied at least 1000 UPS systems of the proposed OEM comprising of at least 25% of the each line item to be procured through this bid (i.e., 3KVA ,6KVA & 10 KVA / with 2 or 4 hours backup) during the last five years as on date of bid submission to Scheduled Commercial Banks/Central and/or State Government Departments in India.</p>	<p>Performance Statement as per Annexure-4 along with enclosures.</p> <p>Documentary evidence in support of supply, installation and maintenance should be submitted in the form of purchase orders, delivery and installation reports.</p>
<p>2.5 The bidder should have been empanelled vendor for UPS Systems in at least one Scheduled Commercial Bank/Central and/or State Government Departments in India as on bid submission date.</p>	<p>Letter/Certificate from relevant Scheduled Commercial Bank/ Central and/or State Government Departments in India as per Annexure-5.</p>
<p>2.6 The bidder should have "Annual Turnover" or "average annual turnover" of at least INR 100 Crore (Rupees Hundred Crores only) in each of last three financial years i.e. 2015-16, 2016-17 & 2017-18 from UPS business and their net profit in each of these three years should be positive.</p>	<p>Audited Balance sheets and profit /Loss statements for the financial years 2015-16, 2016-17 & 2017-18, along with certificate from the Chartered Accountant as per Annexure-8. In case audited financial statements have not been published, unaudited ones should be submitted along with a declaration to submit the audited statements once they are available</p>
<p>2.7 The bidder should have valid ISO 9001:2008 Quality Certificate, ISO 14001 & OHSAS ISO 18001 Certificate.</p> <p>The Offered equipments should be certified by ERTL/SAMEER/ETDC/BIS/EQDC/any NABL Certified LAB.</p> <p>All certifications should be in force and should be supporting the parameters offered in compliance of Technical Specifications specified in Annexure-2 of this RFP.</p>	<p>Documentary evidence in the form of signed (by the authorized signatory) and sealed copies of enlisted certificates.</p>
<p>2.8 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 as on the date of Submission of the bid.</p>	<p>Bidder should submit an Undertaking signed by the authorized signatory</p> <p>(To be submitted as Annexure-17)</p>

Compliance of all the above criteria (2.1 to 2.8) merely would not be sufficient for the bidder to be treated as eligible for participating in this bid and Bank's decision in this regard would be final.

3. TWO BID SYSTEM TENDER:

3.1 The Bank would adopt the E-Tendering process for the submission of Commercial Bid, whereas the technical Bid has to be submitted in physical form.

3.2 Technical Bid in duplicate duly sealed and super-scribed 'Bid for Empanelment towards Supply, Installation, Commissioning & Maintenance of UPS Systems on Rate Contract basis in Allahabad Bank - Technical Bids' shall be submitted as per bid details given in the RFP. **Softcopy of the Technical Bid in MS-Word format should be submitted in a CD(R)/DVD(R) etc., properly super-scribing Bidder's Name and "Bid for Supply, Installation, Commissioning &**

Maintenance of UPS Systems on Rate Contract basis in Allahabad Bank - Technical Bids', in the inner envelope containing Original Technical Bid.

- 3.3 The tender not submitted in the prescribed format or incomplete in detail is liable for rejection. Allahabad Bank is not responsible for non receipt of quotation within the specified date and time due to any reason including postal delays or Holidays.
- 3.4 The Technical Bid and Commercial Bid should be prepared in an organized, structured and neat manner.
- 3.5 Brochures/leaflets etc. should be submitted in Technical Bid as a bound document and not in a loose form.
- 3.6 All the pages of the Technical bid should be serially numbered indicating beginning and ending page on each and every page (for e.g.: page1 of 99).

3.7 TECHNICAL BID :

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

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

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

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

The relevant product information, brand and model number offered, printed product brochure, technical specification sheets, documents in support of various certifications wherever applicable as asked for by the bank etc. should be submitted along with the offer. It is mandatory to provide make, model of all equipment as asked in the technical specification. Non-submission or partial submission of this information along with the offer could result in **disqualification**. Please note that substituting this information by just brand name is not enough.

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

The Technical Bid must NOT contain any price information.

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

Section	Item	Format
Eligibility Criteria		

All the Annexures, Certificates and Enclosures	Annexure-(4,5,6,7,8,17) and enclosures
Technical Section	
Technical Specifications of Hardware & Software offered	Annexure-2
Bid Form	Annexure – 1
Bank Guarantee Towards Bid Security	Annexure – 3
Deviation statement	Annexure – 13
Masked Commercial Bid (without Price details)	Annexure- 9

3.8 **COMMERCIAL BID :**

The bidders will have to submit the commercial bid online.

Commercial Bid should give all relevant price information and should not contradict the Technical Bid and masked commercial bid in any manner.

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

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

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

The Online Commercial Bid shall comprise of the following documents –

Item	Format
Price Schedule for Goods and Services	Annexure -9

4. **NON-TRANSFERABLE TENDER :**

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

5. **ELIGIBLE GOODS AND SERVICES :**

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

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

6. **ORIGINAL EQUIPMENT MANUFACTURE (OEM):**

Bidder should be an OEM of the UPS systems offered as specified in ITB Clause 2. The bids of authorize agents/distributor/dealers etc. will be rejected by the Bank.

7. ALTERNATIVE OFFERS :

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

8. ERASURES OR ALTERATIONS :

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

9. COST OF BIDDING :

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

10. CONTENTS OF RFP:

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

- a) Instruction to Bidders (ITB):
- b) Conditions of Empanelment Contract (CEC):
- c) Conditions of Discrete Procurement (CDP):
- d) Technical Specifications of UPS Systems (Annexure – 2)
- e) Forms(Annexure – 1 and Annexure- 3 to Annexure – 16 and Annexure -19)

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

11. CLARIFICATION OF RFP :

A prospective bidder requiring any clarification of the RFP may notify the Purchaser in writing or by fax/e-mail at the Purchaser's mailing address (hodit.hardware@allahabadbank.in) indicated in the invitation For Bids (IFB). The Purchaser will respond in writing, to any request, for clarification of the RFP, which it receives 2(two) working days prior to the date of Pre-Bid Meeting.

12. PRE-BID MEETING:

12.1 Only the prospective bidders, **who have purchased a copy of the RFP**, will be eligible to attend a pre-bid meeting to be held, as indicated in the Bid Data Sheet, after publication of RFP and well before the last date for receipt of bids. Up to a maximum of two representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the Purchaser, at its discretion, may permit any additional representative of any prospective bidder or any representative of manufacturer of the related equipments to attend the pre-bid meeting.

12.2 The purpose of the meeting is to clarify issues and to answer questions on any matter (*during the meeting or subsequently*) that may be raised up to that stage. The issues/questions to be raised must be in writing. The Purchaser will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.

- 12.3 Clarifications including the text of the questions raised (*without identifying the source of inquiry*) will be sent to all prospective bidders who have purchased the RFP, allowing at least seven days time, prior to the last date for receipt of bids.
- 12.4 Non-attendance at the Pre-bid Meeting will **not** be a cause for disqualification of a bidder.

13. AMENDMENT OF RFP:

- 13.1 Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting or otherwise, shall be made by the Purchaser exclusively through the issue of an Addendum/ Corrigendum.
- 13.2 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by any prospective Bidder, may modify the RFP, by amendment.
- 13.3 All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail and/or through Bank's own website or its' e-Tender Website and will be binding on them.
- 13.4 In case of amendment(s) taking place in the RFP, the Purchaser at its sole discretion, may extend the deadline for the submission of bids to ensure availability of reasonable time to the prospective bidders for preparing their bids.

14. LANGUAGE OF BID :

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

15. BID SECURITY :

- 15.1 The bidder shall furnish a bid security (as per the Annexure- 3) for Rs.26.00 Lakh only, as part of their bid.
- 15.2 The bid security is required to protect the Purchaser against risk of bidder's conduct during the period of bid validity.
- 15.3 The bid security shall be denominated in INDIAN RUPEES only and shall be in the form of Bank Guarantee, issued by any Scheduled Commercial Bank located in India, as per the format given in **Annexure-3 and should be valid for sixty (60) days, beyond the validity of the bid.**
- 15.4 Any bid not secured in accordance with ITB Clause-15.1 and 15.3 above will be rejected by the Purchaser as non-responsive.
- 15.5 The bid shall remain valid for 180 days after the scheduled date of opening of Technical Bid prescribed by the Purchaser, pursuant to ITB clause-19. Therefore, the bid security submitted should be valid for a period of (180+60) days after the scheduled date of opening of the technical bid. **A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.**
- 15.6 The Bid security shall be forfeited:
- (a) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

Or

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

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

Or

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

15.7 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of validity of the bid and bid security. The request and the responses there to shall be made in writing or by fax/ email. The bid security provided under ITB Clause-15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

15.8 The Bid Security of the unsuccessful bidders will be discharged upon completion of bid-evaluation process. The Successful bidder(s) however will be required to submit the "Empanelment Security" for the period of empanelment as per clause 16 below. Bid securities of the successful bidder(s) will be discharged on submission of their empanelment securities.

16. EMPANELMENT SECURITY:

16.1 Successful bidders, shortlisted for empanelment will have to submit separate security of the same amount specified in ITB clause 15.1, valid for a period of 365+60 days from start of the empanelment, as per format given in **Annexure-10** i.e. 60 days beyond the end of empanelment period of one year. In case the purchaser decides to extend the period of empanelment-cum-rate contract, the empanelment security will have to be accordingly extended i.e. it should be valid up to the period of extension+ 60 days. An empanelment security valid for a shorter period shall be rejected by the Purchaser, as non responsive.

16.2 The empanelment security is required to protect the Purchaser against risk of empanelled vendor's conduct during the period of empanelment.

16.3 The empanelment security shall be denominated, strictly as per ITB clause 15.3.

16.4 Any bid, in the due course, not secured in accordance with ITB Clause-16.1 and 16.3 above will be rejected by the Purchaser as non-responsive.

16.5 The empanelled vendor's empanelment security will be discharged upon completion of empanelment validity, subject to successful performance of the obligations as empanelled vendor.

16.6 The empanelment security may be forfeited if the empanelled vendor fails

16.6.1 To sign the contract in accordance with ITB Clause-32

Or

16.6.2 To perform obligations as empanelled vendor.

17. FORMAT AND SIGNING OF BID:

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

17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the

Contract. All pages of the Bid, except for un-amended printed literature shall be initialled by the person or persons signing the bid.

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

18. SUBMISSION OF BIDS :

Bidders are required to submit the Technical Bid in physical form, whereas the Commercial Bid is required to be submitted online on or before the last date and time mentioned in RFP.

18.1 SUBMISSION OF TECHNICAL BID:

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

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

- 18.1.2 The two inner envelopes for each Pack marked as "ORIGINAL TECHNICAL BID" and "COPY TECHNICAL BID" and the outer envelope shall be duly marked as "DO NOT OPEN BEFORE XX.01.2018".

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

- a) RFP Reference Number
- b) Bid for Supply, Installation, Commissioning & Maintenance of UPS Systems
- c) Name and Address of Bidder

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

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

The Chief Manager (IT)
ALLAHABAD BANK
Dept. of Information Technology,
Head Office, 2nd Floor
2, Netaji Subhas Road
Kolkata- 700 001, India

- 18.1.5 If the inner & outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 18.1.6 If envelope earmarked as "Original Technical Bid" is found to contain "copy technical bid", then that bid will be summarily rejected.
- 18.1.7 Telex, Cable, Facsimile or E-mail Bids will be rejected.

18.2 SUBMISSION OF ONLINE COMMERCIAL BID (E-TENDERING)]

- 18.2.1 The Bank will adopt E-Tendering process for online submission of Commercial Bid Submission. The service provider 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 are available.

18.2.2 The prospective bidders are advised to submit only the commercial bids online. The following steps are to be taken for online submission of Commercial Bids:

- Registration with Service Provider Portal www.tenderwizard.com/abbank
- The bidder should possess Class III Digital Signature Certificate (*Mandatory*). (*Commercial Bids will not be upload without Digital Signature Certificate*)
- M/s Antares Systems Ltd. may be contracted (*as per details under*), in case of any clarification/assistance required with respect to uploading of the Commercial Bid before the schedule date & time of Online Bid Submission.

Contact Persons:-

Mr. Kushal Bose : 07686913157
(kushal.b@antaressystems.com)

Mr. Tousik Ghosh : 09674758724
(tousik.g@antaressystems.com)

Mr.KumarChandan : 09674758720
(kumarchandan@antaressystems.com)

18.2.3 **Bidders are required to do “Tender Request” latest by 13:30 Hrs on 28.02.2019** (*Last Date of submission of Bids*) at Bank’s E-tender portal www.tenderwizard.com/abbank. Without the tender request process within the said schedule, the bidder will not be able to submit the Commercial bid online.

18.2.4 The prospective bidders are advised to ensure on-line submission of **Commercial Bid (Annexure-9)** only in a single file (in *pdf* format) with name “**UPSCOMM.pdf**” of size less than 5MB, duly signed and stamped by the authorized signatory latest by the last date and time of submission of Bids. On-line Commercial Bid may be submitted well in advance of the closure of submission of bid schedules to avoid any last minute glitches leading to non-submission and hence jeopardising bidding opportunity with no recourse.

19. DEADLINE FOR SUBMISSION OF BIDS :

19.1 Bidders must ensure that their Technical Bids are received by the Purchaser at the address specified under ITB Clause 18.1.4, no later than the time and date specified in the IFB. Further they have to ensure that their Commercial Bid must be submitted online latest by the last date and time of submission of bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

19.2 The Purchaser may, at its discretion, extend the deadline for submission of Bids by amending the RFP in accordance with ITB Clause-13, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. LATE BIDS :

Any bid (Technical or Online Commercial or both) submitted by the bidder after the deadline for submission of bids prescribed by the Purchaser, pursuant of ITB Clause- 19, will be rejected.

21. MODIFICATION AND WITHDRAWAL OF BIDS :

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

22. BID OPENING :

- 22.1 As the Technical bids will be evaluated first for technical suitability, the Purchaser will open only the Technical Bids as per the schedule mentioned in IFB. The Commercial bids of only technically qualified bidders will be opened on a later date, subsequent to the technical evaluation. The Purchaser will notify the date and time of opening of the Commercial bids to the technically qualified bidders.
- 22.2 Attendance of all the authorised representatives of the bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature (*if any required*).
- 22.3 Each Bid will be numbered serially, signed and dated by the three Officers of the purchaser, on the first page. Each page of the bid will also be initialled with date, by two Officers of the purchaser.
- 22.4 The following details will be announced at the bid opening –
- a) Bidder's name,
 - b) Bid Modifications or withdrawals
 - c) Technical Details viz. Make & Model etc. (in case of Technical bid opening),
 - d) Bid Prices (in case of Indicative Commercial bid opening),
 - e) Presence or absence of Bid Security (in case of Technical bid opening) and such other details as the Purchaser, at its discretion, may consider appropriate.
- 22.5 Alterations in the bids, if any, made by the bidder would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorised by the executive who has signed the bid.
- 22.6 Wherever any erasing or cutting is observed, the substituted words would be encircled and initialled by the bank officer singly and the fact that such erasing /

cutting of the original entry were present on the bid at the time of opening should be recorded.

- 22.7 An “on the spot statement” giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.
- 22.8 Bids (*and modifications sent pursuant to ITB Clause-20.2*) that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.
- 22.9 Commercial bids of those bidders who have not been technically qualified will not be opened for further evaluation.

23. CLARIFICATIONS OF BIDS :

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

24. PRELIMINARY EXAMINATION :

- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis –
- 24.2.1 If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected.
- 24.2.2 If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Purchaser, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and the Purchaser reserves the rights for such waivers.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause-25, the Purchaser will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the RFP without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 24.5 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

25. EVALUATION AND COMPARISON OF BIDS :

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

25.2. EVALUATION OF TECHNICAL BIDS:

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

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

25.3 EVALUATION OF COMMERCIAL BIDS :

25.3.1 The Bids technically qualified pursuant to ITB Clause-25.2 will be commercially evaluated by the Purchaser.

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

25.3.3 For commercial evaluation, **TCO** [UPS Cost with (03 years warranty + 03 years AMC) and Battery cost with 02 year warranty] in respect of quantity mentioned in schedule of Requirement, will be the basis of comparison amongst the eligible Bidders to rank them, in order to determine the lowest evaluated Bid, after the completion of commercial evaluation process. For the purpose of evaluation of item-wise TCO, AMC will be recalculated at the rate of 8% p.a. of the unit cost of UPS (cost of UPS with three years warranty) for those bidders who quote Nil AMC or AMC less than 8% p.a. of the unit cost of UPS (cost of UPS with three years warranty) and the difference will be reduced from the unit cost of UPS (cost of UPS with three years warranty) without changing the item wise TCO (6 years) price of that item. AMC will be calculated at the rate of actual quoted percentage/ value, for those who quote AMC equal to or more than 8% p.a on unit cost of the UPS (cost of UPS with three years warranty). This method will be uniformly used, for all the bids to rule out any loading of future AMC cost in the initial price itself, to rationalize and to make comparison process transparent, to arrive at item-wise rationalized TCO for six years through a uniform process and also to ensure that support services are not likely to be impaired during the AMC period, due to unreasonable and very low quotes of AMC, which may give scope for lower TCO but still with likely higher initial cost of the equipments.

Example: Bidder1 quoted the price bid (after completion of evaluation process) (Annexure-9) of UPS as under:

Item	No. of Units	Unit Cost of UPS (Inclusive of 3 years warranty)	AMC Cost per year of each Unit	Total Cost of 6 years (3 years warranty and 3years AMC)
	(A)	(B)	(C)	A*(B+C*3)
3 KVA UPS with 2 hrs. Backup (excluding battery set)	100	20000	2000	2600000
6 KVA UPS with 4 Hrs Backup (excluding battery set)	130	50000	3000	7670000
10 KVA UPS (3 Phase) with 2 Hrs Backup (excluding battery set)	10	100000**	Nil	1000000

****Bidder has quoted the unit cost (Inclusive of 6 years warranty)**

In above price bid of Bidder1:

- The AMC of 6KVA UPS i.e. Rs 3000/- is less than 8% of Unit Cost (i.e. Rs 50000/-) and AMC of 10 KVA UPS i.e. NIL is less than 8% of Unit Cost (i.e. Rs.100000/-). Hence the AMC will be recalculated and difference will be reduced from the unit Cost.
- The AMC of 3 KVA UPS i.e. Rs. 2000/- is more than 8% of Unit Cost (i.e. Rs 20000/-) Hence AMC will not be recalculated.

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

Item	No. of Units (A)	Unit Cost of UPS (Inclusive of 3 years warranty) (B)	AMC Cost per year of each Unit (C)	Total Cost of 6 years (3 years warranty and 3years AMC) $A*(B+C*3)$
3 KVA UPS with 2 hrs. Backup (excluding battery set)	100	20000	2000	2600000
6 KVA UPS with 4 Hrs Backup (excluding battery set)	130	47579	3807	7670000
10 KVA UPS (3 Phase) with 2 Hrs Backup (excluding battery set)	10	80644	6452	1000000

The bidders are required to submit commercial bid as per Annexure 9.

25.3.4 Commercial bids quoted in any other currency than INR will be disqualified. Bids quoting unrealistic prices for any of the items will be rejected at the discretion of the bank.

26. PRICE COMPOSITION:

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all equipments and services on a fixed price basis as part of the commercial Bid inclusive of all costs and 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 taxes viz. GST/Any other equivalent Tax as applicable in India. The Bank will not pay any other taxes, cost or charges.

27. CONTACTING THE PURCHASER:

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

28. EMPANELMENT OF VENDORS AND RATE CONTRACT :

28.1 After completing the commercial evaluation process as per ITB clause 25.3, the Purchaser will select two or more vendors who have quoted lowest **Six years' TCO** prices in respect of quantity mentioned in schedule of Requirement and Purchaser will ask them, to match item-wise, **Six years' TCO** L1 prices i.e. UPS Cost with batteries and AMC Cost both, amongst these vendors, ensuring that item-wise initial price is arrived at, following the commercial evaluation process as per ITB clause 25.3. If a vendor does not agree to this, an

opportunity will be given to next higher vendor. By this method, **names of two or more vendors** will be selected whose prices for individual items will be uniform. However the Purchaser reserves the right to select less vendors. The names of the selected vendors will be circulated to all the Zonal Offices etc. who would procure the required items as per the rate contract. The empanelment will be valid for a period of one year from the last date of signing the empanelment contract i.e. 15 days from the date of notification (inclusive) of empanelment.

28.2 Head Office/Zonal Offices/Field Offices etc. of the purchaser will procure the UPS systems from the empanelled vendors, based on experience of meeting delivery schedules and availability of proper service support in the respective localities.

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

The Purchaser reserves the right at the time of award of contract to increase or decrease, the quantity of goods & services originally specified in the Schedule of Requirements without any change in price or other terms and conditions.

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

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

31. NOTIFICATION OF EMPANELMENT :

31.1 Prior to expiration of the period of bid validity, the Purchaser will notify the Empanelled Bidder(s) in writing or cable/fax/email, further confirmed in writing by registered letter, that the bidder has been empanelled as vendor by the Purchaser for discrete procurement of standard items.

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

31.3 Upon notification of empanelment to empanelled bidders pursuant to ITB clause 35, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause-15.

32. SIGNING OF CONTRACT

32.1 At the same time as the Purchaser notifies the Empanelled Bidder(s) that its bid has been accepted for empanelment, the Purchaser will send the Bidder(s) the Empanelment Contract Form (Annexure-11, already provided in the RFP), incorporating all agreements between the parties.

32.2 Within 15 (Fifteen) days from notification of empanelment, the Empanelled bidders shall sign and date the contract and return it to the Purchaser.

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

33. CIRCULATION OF EMPANELMENT OF VENDORS :

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

34. PROCUREMENT OF ITEMS :

- 34.1 The items as specified in schedule of Requirement and other items as may be required from time to time throughout the year will be procured by Head Office or Zonal Offices or RRB etc. of the Purchaser for its respective offices/ departments/ branches. For this purpose, Head Office or concerned Zonal Office / Field Offices etc. of the Purchaser will place orders directly on the short listed vendors at the prices of Rate Contract as mentioned in ITB Clause- 28.1, based on experience of meeting delivery schedules, availability of proper service support in the respective localities.
- 34.2 Head Office or Zonal Offices etc. will place purchase order for procurement of standard items, as required by them, upon the empanelled vendors, as per Rate Contract prices. The Procurement of items will be governed by “Conditions of Discrete Procurement” as given in Section V of the RFP.

35. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

- 35.1 The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers, without assigning any reason whatsoever.
- 35.2 Purchaser reserves the right to make any changes in the terms and condition of the purchase.
- 35.3 Purchaser will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

36. FALL CLAUSE:

The prices once offered must remain constant and must not be subject to escalation during the tenure of the empanelment. However, the entire benefits/advantages arising out of fall in prices due to fall in cost of various components, taxes, duties etc. must be passed on to the Purchaser without the purchaser specifically asking for it.

37. INTEGRITY PACT

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Vendors / observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. Further, all bidders need to submit an “Integrity Pact” (duly sealed & signed) as per Annexure-25 of the RFP, on non judicial stamp paper of appropriate value in its technical bid. As per the above pact, an Independent External Monitor (IEM) shall be nominated by the Bank.

The name, address and contact details of IEMs nominated for the Bank is as under:

<p>Shri Asutosh Mishra, IAS (Retd.) Plot No. 3, Prashasan Nagar, Road No. 72, Jubilee Hills, Hyderabad – 500110 Landline : 040-23551585 Email Id : kunu_mishra@yahoo.co.in</p>	<p>Dr. Bhushan Chander Gupta, IAS (Retd.) 116, New Moti Bagh, New Delhi – 110023 Landline : 011-24105366 Email Id: bcgupta2000@yahoo.com</p>
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Bidders not submitting the prescribed undertaking (Integrity Pact) or submitting the same with deviations/ amendments thereto will be disqualified from further evaluation / participation in the process of relative procurement.

SECTION III
BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Wherever there is conflict, the provisions herein shall prevail over those in ITB.

Clause	List Information
IFB 1	Empanelment of vendors, having country wide presence, for procurement on rate contract basis, of Uninterrupted Power Supply (UPS) Systems by Head Office/Zonal Offices/Field Offices, from time to time. The "Empanelment-cum-Rate Contract" will be valid for a period of one year.
ITB 2.6	The bidder should have "Annual Turnover" or "average annual turnover" of at least INR 100 Crore (Rupees One Hundred Crores only) in each of last three financial years i.e. 2015-16, 2016-17 & 2017-18 from UPS business and their net profit in each of these three years should be positive.
IFB 7.5	Date of Pre-Bid Meeting : 14.02.2019, Time : 13:00 Hrs Venue : Allahabad Bank, Head Office, Dept. of Information Technology, 2, N. S. Road, Kolkata – 700 001, India.
IFB 7.7	Last Date & Time of Submission of Bids: 28.02.2019, 13:30 Hrs In the event of the specified deadline for the Receipt of Bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
IFB 7.8	Date & Time of Opening of Technical Bids: 28.02.2019, 15:30 Hrs In the event of the specified date of the Technical Bid opening, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
ITB 18.2.3	Bidders are required to submit their Tender Request latest by 13:30 Hrs on 28.02.2019 (<i>Last Date and time of sale of RFP</i>) at Bank's e-Tendering portal www.tenderwizard.com/abbank . Note: Without the tender request process within the said schedule, the bidder will not be able to submit the Commercial bid online.
ITB 26	The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all equipments and services on a fixed price basis as part of the commercial Bid inclusive of all costs and 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 taxes viz. GST/any other equivalent Tax as applicable in India. The Bank will not pay any other taxes, cost or charges.

SECTION IV
CONDITIONS OF EMPANELMENT CONTRACT (CEC)

INDEX

SL NO	SUBJECT	PAGE NO
1	DEFINITION	25
2	GOVERNING LANGUAGE	25
3	APPLICABLE LAW	25
4	NOTICES	25
5	EMPANELLED VENDOR INTEGRITY	26
6	EMPANELLED VENDOR OBLIGATION	26
7	USE OF CONTRACT DOCUMENTS AND CONFIDENTIAL INFORMATION	26
8	PATENT RIGHTS	26
9	INSPECTIONS AND TESTS	27
10	TERMINATION FOR DEFAULT	27
11	FORCE MAJEURE	27
12	TERMINATION FOR INSOLVENCY	28
13	TERMINATION FOR CONVENIENCE	28
14	RESOLUTION OF DISPUTES	28
15	CONTRACT AMENDMENT	29
16	ASSIGNMENT	29
17	CORRUPT OR FRADULENT PRACTICES	29

SECTION IV
CONDITIONS OF EMPANELMENT CONTRACT (CEC)

1. DEFINITION:

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

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

2. GOVERNING LANGUAGE :

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

3. APPLICABLE LAW :

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

4. NOTICES :

- 4.1 Any notice given by one party to the other, pursuant to this Contract, shall be sent to the other party in writing or by cable /fax/email and confirmed in writing to the other party's address specified below.

Purchaser:

ALLAHABAD BANK
HEAD OFFICE, DEPARTMENT OF INFORMATION TECHNOLOGY
2, N S ROAD, KOLKATA-700001

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

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

5. EMPANELLED VENDORS INTEGRITY:

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

6. EMPANELLED VENDORS OBLIGATIONS:

- 6.1 The Empanelled vendor is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
- 6.2 The Empanelled vendor will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Empanelled vendor's negligence. The Empanelled vendor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- 6.3 The Empanelled vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 6.4 The Empanelled vendor is under obligation to supply goods and services as per the supply orders received from various zones/offices etc. from time to time within the empanelment period.
- 6.5 The Empanelled vendors will treat as confidential, all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

7. USE OF CONTRACT DOCUMENTS AND CONFIDENTIAL INFORMATION :

- 7.1 The Empanelled Vendor shall not, without the Purchaser's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing. Pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Empanelled Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance.
- 7.2 The Empanelled Vendor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.
- 7.3 Any document, other than the Contract itself, enumerated in Clause 7.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Empanelled Vendors' performance under the Contract, if so required by the Purchaser.
- 7.4 The Empanelled Vendor shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

8. PATENT RIGHT :

- 8.1 The Empanelled Vendors shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad.
- 8.2 In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Empanelled Vendor shall act expeditiously to extinguish such claims. If the Empanelled Vendor fails to comply and the Purchaser is required to pay compensation to a

third party resulting from such infringement, the Empanelled Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Empanelled Vendor of such claims, if it is made, without delay.

9. INSPECTIONS AND TESTS :

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

10. TERMINATION FOR DEFFAULT :

- 10.1 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:
 - (a) If the Empanelled Vendor fails to deliver any or all of the Goods and Services within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser or
 - (b) If the Empanelled Vendor fails to perform any other obligation(s) under the Contract.
 - (c) If the Empanelled Vendor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 10.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 10.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess costs for such similar Goods and/or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

11. FORCE MAJEURE :

- 11.1 Notwithstanding the provisions of CDP clauses 16 & 17 and CEC clause 10, the empanelled vendor shall not be liable for forfeiture of its Bid security cum Empanelment security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 11.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Empanelled vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 11.3 If a Force Majeure situation arises, the Empanelled Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Empanelled Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12. TERMINATION FOR INSOLVENCY :

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

13. TERMINATION FOR CONVENIENCE :

- 13.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- 13.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods and Services, the Purchaser may elect -
- a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods & Services and for materials & parts previously procured by the Supplier.

14. RESOLUTION OF DISPUTES :

- 14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or, in connection with the Contract.
- 14.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in CDP. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum and/or national arbitration.
- 14.3 All disputes and differences of any kind whatever arising out of or in connection with this agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement the Purchaser shall appoint an arbitrator and the decision of the arbitrator shall be final. Such arbitration is to be governed by the provision of the Indian Arbitration Act.
- 14.4 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 parties to the Contract.. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- 14.5 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 and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- 14.6 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 30 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.

- 14.7 The arbitrators shall hold their sittings at Kolkata.. The arbitration proceedings shall be conducted in English language. 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.
- 14.8 **Indemnity** : The supplier will indemnify the Bank against all actions, proceedings, Claims, suits, damages and any other expenses for causes attributable to supplier arising from any accidents or loss of life of which the supplier is responsible. Supplier will be responsible and will indemnify the Bank from all such incident and will not hold Bank responsible or obligated.
- 14.9 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 14.10 The packing, marking and documentation within and out-side the packages shall comply strictly with such special requirements as shall be expressly provided for, in the Contract, including additional requirements, if any, specified in the CDP and in any subsequent instructions ordered by the Purchaser.

15. CONTRACT AMENDMENT :

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

16. ASSIGNMENT :

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

17. CORRUPT OR FRAUDULENT PRACTICES :

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

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

And

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

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

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

SECTION V
CONDITIONS OF DISCRETE PROCUREMENT (CDP)

I N D E X

SL NO	SUBJECT	PAGE NO
1	DEFINITION	33
2	GOVERNING LANGUAGE	33
3	APPLICATION	33
4	STANDARDS	33
5	PERFORMANCE SECURITY	33
6	INSPECTION AND TESTS	34
7	PACKING	35
8	DELIVERY AND DOCUMENTS	35
9	INSURANCE	36
10	INCIDENTAL SERVICES	36
11	SPARE PARTS	37
12	WARRANTY & POST WARRANTY MAINTENANCE	37
13	PENALTY FOR DOWNTIME	38
14	TERMS OF PAYMENT	38
15	PRICES	39
16	CHANGE ORDERS	39
17	DELAYS IN THE EMPANELLED VENDORS PERFORMANCE	40
18	LIQUIDATED DAMAGES	40
19	NOTICES	40
20	TAXES AND DUTIES	40
21	SITE PREPARATION	41
22	UPS INSTALLATION	41

23	UPS MAINTENANCE	41
24	TRAINING	41
25	TECHNICAL DOCUMENTATION	42
26	RIGHT TO USE DEFECTIVE GOODS	42
27	ORDER CANCELLATIONS	42
28	GUARANTEES	42
29	PUBLICITY	42

SECTION V
CONDITIONS OF DISCRETE PROCUREMENT (CDP)

1. DEFINITION :

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

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

2. GOVERNING LANGUAGE :

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

3. APPLICATION :

These Terms & Conditions shall apply to the extent that they are not superseded by provisions in specific purchase order placed by Head office or Zonal/Field offices of the Purchaser.

4. STANDARDS :

The Goods supplied in terms of the purchase order placed upon the Empanelled vendor by the Purchaser under this Contract shall conform to the standards mentioned in the Technical Specifications and elsewhere in the RFP.

5. PERFORMANCE SECURITY :

- 5.1 The Empanelled vendor on whom any purchase order will be placed by Head Office / Zonal Offices / Field Offices etc. of the Purchaser, will be required to furnish Performance Security

(Annexure- 12) to the Purchaser for an amount of 10% of the order value of the equipment up to 60(Sixty) days beyond the warranty period of Three years as per terms of the RFP. The BG (Annexure-15) against Post Warranty AMC for an amount 100% of annual AMC Charges, covering the AMC period of three years after the expiry of warranty, would be submitted before the start of AMC.

- 5.2 The Performance Security should be furnished to the concerned Office of the Purchaser, who has placed the Purchase Order before release of payment of goods.
- 5.3 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 5.4 The Performance Security shall be denominated in Indian rupees only, and shall be in the form of a bank guarantee issued by a Scheduled Commercial bank located in India.
- 5.5 The performance security will be discharged by the Purchaser and returned to the Empanelled vendor not later than 30 (Thirty) days following the date of completion of the Supplier's performance obligations, including warranty and maintenance obligations.

6. INSPECTIONS AND TESTS:

PRE-DELIVERY INSPECTION & ACCEPTANCE:

- 6.1 The Purchaser or its representative shall have the right to make Pre-Delivery Inspection and/or Acceptance/Performance Test of the Goods to confirm their conformity to the requirements of the Purchaser, at no extra cost to the Purchaser. The inspection and testing will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option. The Purchaser shall notify the Empanelled Vendor in writing of the identity of any representatives retained for these purposes.
- 6.2 The Pre-Delivery Inspection of Goods will be conducted on the premises of the Empanelled Vendor or its subcontractor(s). All reasonable facilities and assistance, including access to drawings and production data for such inspections shall be furnished by the Empanelled Vendor to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Empanelled Vendor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 6.3 The acceptance/performance test will be performed after completion of installation and commissioning of all the machines at the site or installation. Complete set of goods, as specified in the Purchase Order must have been supplied, installed and commissioned properly by the Empanelled Vendor prior to commencement of the tests. The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option. The acceptance will involve trouble-free operation for seven consecutive days at site. The Empanelled Vendor will be responsible for setting up and running the acceptance test without any extra cost to the Purchaser. No malfunction, partial or complete failure of any part of UPS or excessive heating of motors attached to equipment, or any malfunction in the software etc. is expected to occur. The Empanelled Vendor shall maintain necessary log in respect of the result of the test, to establish to the entire satisfaction of the Purchaser, the successful completion of the tests specified. An average uptime of 99% in case of equipment for the duration of test period shall be considered as acceptable.
- 6.4 The UPS shall also undergo the diagnostic tests to verify the working of various devices.

- 6.5 In the event of UPS failing to pass the acceptance tests, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance tests, failing which the Purchaser reserves the right to get the equipment replaced by the Empanelled Vendor at no extra cost to the Purchaser or to cancel the order and recall all the payments with interest at 15% per annum from the date of the respective payments till the time of actual receipt of refund.
- 6.6 Successful conduct and conclusion of the acceptance tests for the installed goods & equipment shall also be the sole responsibility and at the cost of the Empanelled Vendor.
- 6.7 The Purchaser's right to inspect, test and, wherever necessary, reject the Goods after the Goods' arrival at destination, shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the shipment of the goods.

MANUALS:

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

7. PACKING:

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

8. DELIVERY AND DOCUMENTS:

- 8.1 Delivery of the goods shall be made by the Empanelled Vendor within 4 (four) weeks from Receipt of Purchase Order from the concerned office of the Purchaser. The goods must be supplied with their original and complete printed documentation. However, for the delivery locations coming under the North Eastern States (Assam, Arunachal Pradesh, Meghalaya, Manipur, Nagaland, Tripura and Sikkim) and Jammu & Kashmir, the delivery period is permitted upto 5 weeks from the receipt of Purchase Order. The goods must be supplied with their original and complete printed documentation.
- 8.2 The Empanelled vendor, on whom any purchase order will be placed by Head Office/Zonal Offices/Field Offices of the Purchaser, will be required to acknowledge and update the

status of Purchase order to the purchaser within 2 weeks of receipt of order. Non adhering to above may lead to the cancellation of order without further notice.

- 8.3 For goods manufactured in India or goods of foreign origin already located in India, all activities to transport the equipments to ultimate destination for delivery as per delivery schedule will be the responsibility of the Bidder. For goods offered from outside India, all activities to clear the goods and transport the equipments to ultimate destination for delivery as per delivery schedule will be the responsibility of the Bidder. The Bidder will be solely responsible for complying with any applicable export/import regulations. The Purchaser will in no way be responsible for any Deemed Export benefit that may be available to the Bidder.
- 8.4 Within 24 hours of despatch, the Empanelled Vendor shall notify the Purchaser and the Insurance Company by Cable/fax etc. the full details of the despatch including Contract No., Purchase Order No., Description of Goods, Serial No. of goods, quantity, despatch particulars and the date and name of the consignee etc. The Empanelled Vendor shall mail the following documents to the Purchaser with a copy to the Insurance Company.

Original and three copies of –

- a) The Empanelled Vendor's invoice showing purchase order number, goods description, serial number/s of goods, quantity, unit price, total amount;
- b) Delivery note;
- c) Insurance certificate;
- d) Manufacturer's/Empanelled Vendor's warranty certificate;
- f) Excise gate pass/ octroi receipts, wherever applicable duly sealed indicating payments made; and
- g) Any other document evidencing payment of statutory levies.

The above documents shall be received by the Purchaser before arrival of the Goods (except when the goods are delivered directly to the consignee) and if not received; the Empanelled Vendor will be responsible for any consequent expenses.

9. **INSURANCE:**

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

10. **INCIDENTAL SERVICES:**

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

- a) Performance of on-site assembly and start-up of the supplied equipment, operating system & related software.
- b) Installation of the equipments.
- c) Timely and proper maintenance of the supplied Goods.

- d) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment.
- e) Maintenance & repair of the UPS Systems for a period of Six years (3 years Warranty + 3years AMC), provided that this service shall not relieve the Empanelled Vendor of any Warranty obligations.
- f) Providing adequate training to the Purchaser's personal, whenever necessary during warranty and AMC period.

11. SPARE PARTS:

- 11.1 The Empanelled Vendor shall carry sufficient inventories to assure ex-stock supply of consumables and spares at the concerned support site(s). Empanelled Vendor shall ensure the availability of after sales service for period of Six years.
- 11.2 If any of the peripherals, components are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent or higher capacity at no additional charges to the Purchaser.

12. WARRANTY AND POST-WARRANTY MAINTENANCE:

WARRANTY:

- 12.1 The Empanelled vendor should warrant that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials. The Empanelled Vendor further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Empanelled Vendor that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
- 12.2 This warranty shall remain valid for a period of 36 months after the Goods have been delivered to and accepted at the final destination after proper installation and commissioning. **Batteries shall remain under onsite replacement warranty of two years.** Any deviation to the warranty period mentioned above may be liable for rejection of bid.

This warranty shall remain valid for a period of 36 months after the Goods have been delivered to and accepted at the final destination after proper installation and commissioning or 38 months from the date of supply (whichever is earlier). **Batteries shall remain under onsite replacement warranty of two years or 26 months from the date of delivery whichever is earlier.** This is to take care of cases when there is a delay in installation due to site not ready. Any deviation to the warranty period mentioned above may be liable for rejection of bid.

- 12.3 Free on-site maintenance services shall be provided by the Empanelled Vendor during the period of warranty.
- 12.4 The Purchaser shall notify the Empanelled Vendor in writing of any claims arising under this warranty.
- 12.5 Upon receipt of such notice, the empanelled vendor shall, within 24 hours repair or replace the defective goods or parts thereof, without any cost to the Purchaser.
- 12.6 If the Empanelled Vendor, having been notified, fails to remedy the defect(s) within a reasonable period as specified above, the Purchaser may proceed to take such remedial action as may be necessary, at the Empanelled Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Empanelled Vendor under the Contract.

- 12.7 The Empanelled Vendor must provide the following warranties -
- The equipment proposed is complete in every way.
 - The UPS specification, capabilities and performance characteristics are as stated in the Empanelled vendor's proposal and accompanying documentation.
 - The empanelled Vendor will offer the Purchaser all technological updates, cost reductions and facilities which are offered to other clients during the contract tenure.
 - If during the warranty period, any equipment has a failure on more than four occasions in a quarter, the Empanelled Vendor shall replace the entire unit or component with another of at least the same quality and performance specifications at no cost to the Purchaser.
 - Batteries are under onsite replacement warranty of two years from the date of successful installation.

POST-WARRANTY MAINTENANCE SERVICE:

- 12.8 The terms for providing post-warranty maintenance including supply of spare parts are detailed in the Standard AMC Agreement format (**Annexure-16**). The post-warranty AMC charges should remain unchanged during the first three years after the warranty period.
- 12.9 After expiry of the warranty period, annual maintenance and repairs of the entire systems will be done by the Empanelled Vendor and all services available during warranty period will also be made available during post-warranty AMC period.
- 12.10 The maximum response time for maintenance complaint from any of the destination specified in the schedule of requirements (i.e. time required for Empanelled Vendors maintenance engineer to report at the installation after a request call through telephone/e-mail is made or letter is written) shall not exceed 4 hours. In case of locations in North eastern states and J&K the response time should not exceed 8 hours.
- 12.11 In case of failure on the part of empanelled vendor, to maintain the equipment as per the AMC agreement & terms of RFP, Bank will have the right to forfeit the performance security submitted by the bidder.

13. PENALTY FOR DOWN TIME :

- 13.1 The maximum permissible downtime for any equipment is 24 hours. In case an item is not usable beyond the maximum permissible downtime, the Empanelled Vendor will be required to arrange for an immediate replacement of the same by temporary substitute (of equivalent or higher configuration) till it is repaired. Failure to meet the above standards of maintenance will be liable for a penalty of Rs.500/- for any equipment per day per item. The amount of penalty will be recovered from maintenance charges payable for subsequent year or bank guarantee held with the purchaser.
- 13.2 The Empanelled Vendor shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of the equipment) once at least in every 90 days in addition to the normal maintenance required.

14. TERMS OF PAYMENT:

- 14.1 The Empanelled Vendor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by documents submitted and upon fulfilment of other obligations stipulated in the Contract.
- 14.2 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days of submission of an invoice/claim supported by all required documents by the Empanelled Vendor.

- 14.3 Payment will be made to the Empanelled Vendor in Indian Rupees only.
- 14.4 **Payment on Delivery of Goods:** Site-wise payment of 80% of the cost of equipment shall be made by Head Office/ Zonal Office / Field Office etc. of the Purchaser, who have placed the purchase order, on receipt of the specified goods at the site and submission of the documents specified (Clause 8) and on submission of Performance Security pursuant to Clause 5.
- 14.5 **Final Payment:** Site-wise payment of balance 20% of the cost of the equipment shall be made by Head Office / Zonal Office / Field Office etc. of the Purchaser, who has placed the purchase order after the successful installation and commissioning of goods at the site. In case of delay in installation at site due to "Site Not Ready", balance 20% payment will be released within 60 days from the date of delivery subject to submission of a declaration by the vendor to install the UPS within 24 hours of advice issued by the purchaser.

PAYMENT OF ANNUAL MAINTENANCE CHARGES:

- 14.6 Site-wise annual maintenance and repair cost (after warranty period) for the UPS shall be paid by Head Office / concerned Zonal Office / concerned Field Office etc. of the Purchaser, who have placed the purchase order, in advance, at the agreed rates, within thirty days from the date of completion of warranty/maintenance period, subject to satisfactory services rendered during the previous year of warranty/maintenance and on submission necessary papers for AMC agreement to the concerned office.
- 14.7 The AMC amount shall be released (after warranty period) on entering an Agreement as per Standard Format with the Purchaser for Annual Maintenance of the supplied goods.

15. PRICES:

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

16. CHANGE ORDERS:

- 16.1 The Purchaser may at any time, by written order given to the Empanelled Vendor, make changes within the general scope of the purchase order in any one or more of the following:
- (a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipment or packing;
 - (c) The place of delivery and / or
 - (d) The Services to be provided by the Empanelled Vendor
- 16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Empanelled Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Empanelled Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Empanelled Vendor's receipt of the Purchaser's change order.

17. DELAYS IN THE EMPANELLED VENDOR'S PERFORMANCE:

- 17.1 Delivery of the Goods and performance of the Services shall be made by the Empanelled Vendor in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.
- 17.2 If at any time during performance of the purchase order, the Empanelled Vendor should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Empanelled Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Empanelled Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Empanelled Vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 17.3 Except as provided under CEC Clause 11, a delay by the Empanelled Vendor in the performance of its delivery obligations shall render the Empanelled Vendor liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time is agreed upon pursuant to Clause 17.2 without the application of liquidated damages.

18. LIQUIDATED DAMAGES:

Subject to CEC Clause 11, if the Empanelled Vendor fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of 10% of the contract price.

19. NOTICES:

- 19.1 Any notice given by one party to the other pursuant to the purchase order shall be sent to the other party in writing or by cable/fax/email and confirmed in writing to the other party's address specified below:

Purchaser : Head Office or concerned Zonal Office/Field Office who have placed the purchase order.

Empanelled Vendor: Local Office/Service Centre concerned accepting the purchase order.

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

20. TAXES AND DUTIES:

- 20.1 The Empanelled Vendor will be entirely responsible to pay all taxes including corporate tax and income tax, duties, license fees, octroi, VAT/GST, road permits etc. in connection with delivery of goods at site including incidental services and commissioning.
- 20.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Purchaser shall effect such deductions from the payment due to the Empanelled Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Empanelled Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Empanelled Vendor in respect of this Contract.
- 20.3 Sales Tax/VAT/GST or Equivalent Tax replacing the same, if comes into force, Service Tax and Octroi / Entry Tax / equivalent local authority cess, applicable should be clearly

mentioned separately which shall be paid / reimbursed on actual basis on production of bills. Further, receipts of such payments made to relevant authorities must be produced for Octroi / Entry Tax / equivalent local authority cess. The Bank will not pay any other taxes, cost or charges.

21. SITE PREPARATION:

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

22. UPS INSTALLATION:

- 22.1 The Empanelled Vendor will promptly install the delivered goods at the designated installation sites. The Empanelled Vendor is responsible for installation and configuration of systems at sites including unpacking of cartons / boxes, assembling, wiring, cabling between UPS and connecting to power supplies. The Empanelled Vendor will test UPS and accomplish all adjustments necessary for successful and continuous operation of the UPS at all installation sites.
- 22.2 The Purchaser reserves the right to install third party software/hardware or any other products at the same site.
- 22.3 The Purchaser reserves the right to shift any equipment delivered by the Empanelled Vendor from one destination to another at its cost for which the Empanelled Vendor shall extend all assistance and install the equipment at the new site.

23. UPS MAINTENANCE:

- 23.1 The Empanelled Vendor will carry out preventive and corrective maintenance activities to ensure that all hardware perform without defect or interruption for at least 99% uptime for 24 hours a day for all 7 days a week of operation of the machine. The uptime will be calculated on quarterly basis.
- 23.2 If any critical component of the entire configuration is out of service for three days or more, the Empanelled Vendor shall immediately replace the defective unit with a new unit of equivalent or higher performance at no cost to the Purchaser.
- 23.3 The Empanelled Vendor will respond to a service call and commence repair work on the equipment within 4 hours of being notified of equipment malfunction/ failure.
- 23.4 The Empanelled Vendor will not subcontract or delegate or permit anyone other than its own personnel to provide maintenance services during warranty and maintenance period without the prior written consent of the Purchaser. In such a case, the Purchaser will have the discretion to forfeit the Performance Security.

24. TRAINING:

For items being installed, the Empanelled vendor will train the designated end user personnel of Branch/ Office of the purchaser to effectively operate and handle the entire system.

25. TECHNICAL DOCUMENTATION:

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

26. RIGHT TO USE DEFECTIVE GOODS :

If after delivery, acceptance & installation and within the guarantee (Clause 28) and warranty & Post Warranty period (Clause 12), the operation or use of the Goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such Goods until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

27. ORDER CANCELLATIONS:

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

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

28. GUARANTEES:

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

29. PUBLICITY:

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

SECTION VI
SCHEDULE OF REQUIREMENTS

1. BRIEF DESCRIPTION :

Supply, Installation and Commissioning of UPS systems and accessories etc.

Item wise expected quantities of UPS Systems to be procured under the proposed empanelment for one year –

Sl. No	Items Proposed	Quantity
1	3KVA UPS with 2 Hours Battery Back-up	125
2	3KVA UPS with 4 Hours Battery Back-up	600
3	6KVA UPS with 2 Hours Battery Back-up	133
4	6KVA UPS with 4 Hours Battery Back-up	100
5	10KVA UPS with 2 Hours Battery Back-up	4
6	10KVA UPS with 4 Hours Battery Back-up	8
	Total	970

Evaluation, as per ITB clause 25.3 will be done based on the above finalized requirements.

2. DELIVERY SCHEDULE:

- 2.1 The delivery of the equipments ordered, should be affected within **4(four) weeks** of placement of purchase order. However, for the delivery locations coming under the North Eastern States (Assam, Arunachal Pradesh, Meghalaya, Manipur, Nagaland, Tripura and Sikkim) and Jammu & Kashmir, the delivery period is permitted upto 5 weeks from the receipt of Purchase Order. The goods must be supplied with their original and complete printed documentation.
- 2.2 The Purchaser reserves the right to provide purchase award in phases in synchronization with the project implementation strategy.

3. BID SECURITY:

The Bid Security/Earnest Money Deposit should be in Indian Rupees of **Rs26.00 Lakh (Rupees Twenty Six Lakh)** only.

SECTION VII
SPECIFICATIONS AND FORMAT

ANNEXURE	SUBJECT	PAGE NO
1	BID FORM	45
2	TECHNICAL SPECIFICATION OF UPS SYSTEMS	46
3	BID SECURITY FORM	52
4	PERFORMANCE STATEMENT	54
5	CREDENTIAL LETTER FROM SCHEDULED COMMERCIAL BANK/CENTRAL AND/OR STATE GOVERNMENT DEPARTMENTS IN INDIA	55
6	DETAILS OF OFFICES	56
7	SERVICE CENTRE DETAILS	57
8	BIDDER TURNOVER AND PROFIT	59
9	PRICE SCHEDULE FOR GOODS AND SERVICES	60
10	EMPANELMENT SECURITY FORM	62
11	EMPANELMENT CONTRACT FORM	63
12	PERFORMANCE SECURITY FORM	65
13	DEVIATION STATEMENT	66
14	PERFORMA CERTIFICATE FOR SUCCESSFUL COMMISSIONING	67
15	FORMAT OF BANK GUARANTEE AGAINST ANNUAL MAINTENANCE	68
16	STANDARD AMC AGREEMENT	69
17	SELF DECLARATION- BLACKLISTING	74
18	INTEGRITY PACT	75

Annexure 1 - BID FORM**Ref. No.:****Date**

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

Having examined the RFP (Ref. No. **HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019**) including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver equipments and services including installation and commissioning in conformity with the said RFP in accordance with the Schedule of Prices indicated in the Commercial Offer and made part of this bid.

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

We agree to abide by this bid for the period of 180 days after the date fixed for Technical bid opening by the Bank through the RFP or any of the addendum 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 above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Address of Bidder for Single Point of Contact:

.....

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

Place:

Date:

Seal & Signature
Authorized Signatory

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

ANNEXURE 2- Technical Specifications of UPS System**Note:**

1. It is mandatory to give the technical specifications of Equipments & Accessories offer strictly as per the format given below. Correct technical information of the product being offered must be filled in. Filling the information using terms such as 'OK', 'Accepted', 'Noted', 'As given in Brochure/Manual', 'Complied' is not acceptable. The offers not adhering to these guidelines are liable to be rejected.
2. All relevant Printed Product information such as User Manuals, Product Brochure, Technical Specifications Sheet, etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the bid. In case there is any mismatch between the Brochure and the offer in terms of Technical Specifications Offered, the bid may be rejected.
3. In case any technical variance is offered, the same must be specified under the "Deviation, if any" column.

TRUE ON-LINE DOUBLE CONVERSION UPS SYSTEM

SI No.	PARAMETER	TECHNICAL SPECIFICATIONS	Bidder's Offer	Compliance (Yes/ No)
1	CAPACITY IN KVA	(i) 3 KVA (single phase input) (ii) 6 KVA (single phase input) (iii) 10 KVA (three phase input)		
2	BACKUP TIME	2 hours and 4 hours for each of the above UPS		
3	CAPACITY IN KW	MUST BE SPECIFIED		
4	MODEL/ MAKE	BRANDED (MUST BE SPECIFIED)		
5	TECHNOLOGY	True online Double Conversion Microprocessor based UPS system with IGBT based rectifier and inverter		
		UPS should be equipped to receive Power Input from both AC MAINS as well as SOLAR PANELS.		
6	ISOLATION	True Galvanic Isolation Transformer (with Copper- winding) at Input (External).		
7	INPUT			
	a)	Input Power Factor	Input Power Factor: ≥ 0.95 (With p.f. correction)	
	b)	Input Voltage	230 V AC, Single Phase, 3 wire (for 3 & 6 KVA UPS)	
			415 V AC, 3 Phase, 4 wire (for 10 KVA UPS)	
c)				

	d)	Input Voltage Range	160 V AC to 280 V AC (For single Phase UPS)		
	e)		307 V AC to 478 V AC (For 3 phase UPS)		
	f)	Input Frequency Range	Input Frequency Range: 45 to 55 Hz		
	g)	Input Over Voltage Protection	Should be provided		
	h)	Over voltage cut off	Over voltage cut off should be offered internally		
8	OUTPUT				
	a)	Wave Form	Sine wave		
	b)	Output Voltage	230 V AC single phase +1%		
	c)	Frequency Range	Frequency Range: 50 Hz +- 3%		
	f)	Power factor	0.7 lag to Unity for 3 KVA UPS 0.8 lag to Unity for 6 & 10 KVA UPS		
	g)	Over load capacity	125% of rated load for 1 (or 5) min 150% of rated load for 30 Secs.		
	h)	Total Harmonic Distortion	< 3% for 100% Linear load < 7% for 100% Non-linear load		
	i)	Short Circuit Protection	Should be provided by tripping of the Inverter.		
	k)	Output Power Capacity	For 3KVA UPS (Minimum 2400Watts/3000 VA) For 6KVA UPS (Minimum 5400Watts/6000 VA) For 10KVA UPS (Minimum 9000Watts/10000 VA)		
	l)	Other programmable Voltage	220/240 V		
	m)	Efficiency at full load	≥ 93.00%		
	n)	Output Voltage Regulation	±1% static		
	o)	Output Connections	(1) Hard Wire 3-wire (2)IEC C13		
9	a)	BYPASS	Internal Static Bypass option should be available.		

	b)	Manual Bypass switch	Should be provided		
	c)	Transfer time	<4 m sec		
10		Crest Factor	Minimum 3: 1 at Full		
11	INDICATORS				
	a)	Over Temperature	Required		
	b)	Load on Battery	Required		
	c)	Battery on Charge	Required		
	d)	Battery Low	Required		
	e)	Mains on	Required		
	f)	DC on	Required		
	g)	Inverter on	Required		
	h)	Inverter Tripped			
		1.Output over voltage	Required		
		2.Output Low	Required		
		3.Over Load system	Required		
12	a)	Static Switch	Automatic Bi-directional should take care of 100% uninterrupted transfer of load from UPS. Should be inbuilt static by pass switch		
	b)	Overall efficiency	> 90 %		
	c)	Inverter Efficiency	> 90%		
13	CONTROLS				
	a)	Inverter On/ Off switch	Required		
	b)	By-pass / Inverter	Required		
	c)	MCB for input On/ Off	Required		
14	METERING				
			Digital/ LCD/LED display		
	a)	DC Voltage	Required		
	b)	DC Current Charge/discharge	Required		
	c)	Output voltage	Required		
	d)	Output Current	Required		
	e)	Input Voltage	Required		

	f)	Digital /three & half Frequency Meter (for Both input and output)	Required		
15	a)	Battery	Sealed Maintenance Free Valve regulated Lead Acid Battery > 12 V each of uniform AH rating,		
	b)	Period of Backup	4 Hr. with 100% load for UPS with 4 Hrs backup		
			2 Hrs with 100% load for UPS with 2 Hrs backup		
	c)	Batteries Make	The Battery quoted or its OEM (as the case may be) should have following certification : <ol style="list-style-type: none"> 1. UL Certification 2. ETDC or CPRI Certification 3. ISO -9001/ 14001 / OHSAS 18001. Batteries should be manufactured in India (should be of well-known, standard, branded viz., Exide, Amara Raja / Rocket / HBL)		
	d)	DC Bus Ripple	<1%		
	e)	Battery recharge time from fully discharge condition to 100% charged condition.	< 10 Hrs		
	f)	Total DC Bus Voltage	>= 96 Volt for 3 KVA UPS		
			> =192 Volt for 6 KVA UPS		
			> =240 Volt for 10 KVA UPS		
	g)	No. of Battery Rack	Preferably single, open housing and top covered Rack.		
	h)	No. of Battery	Please specify		
i)	VAH Rating (for 2 hrs. battery backup) Capacity X 1 X 2hr. Inverter eff X utilization %	For 3 KVA - Minimum 7200 VAH			
		For 6 KVA - Minimum 12480 VAH			
		For 10 KVA - Minimum 19200 VAH			
	VAH Rating (for 4 hrs. battery backup)	For 3 KVA - Minimum 14400 VAH			
For 6 KVA - Minimum 28800 VAH					

		Capacity X 1 X 4hr. Inverter eff X utilization %	For 10 KVA - Minimum 38400 VAH		
	j)	Battery Life	Minimum 2 years onsite replacement warranty		
16					
	a)	Battery Low	Required		
	b)	Mains Failure	Required		
	c)	Inverter Under-voltage	Required		
	d)	Inverter Over Voltage	Required		
	e)	Over temperature	Required		
	f)	Inverter Overload	Required		
17		Voltage Stabilizer As standby source	UPS to have provision to connect stabilizer of required capacity at the input and bypass of UPS.		
18		Environmental			
	a)	Operating Temperature	0-45 Deg C		
	b)	Humidity	0-95 % (non- condensing)		
	c)	Noise Level	<55 dB at full Load from 1 mtr distance		
	d)	Operating Elevation	0-3000 meters		
	e)	Storage Temperature	-20-50 degree C		
	f)	Storage Relative Humidity	0-95%		
	g)	Storage Elevation	0-15000 dbA		
19		Compatibility	UPS should be generator(generic) compatible		
20		Cold Start	UPS should have cold start facility in absence of mains supply. The system should draw current from the batteries and start. This should be demonstrated at the time of installation.		
21		Protection against			
	a)	Phase Reversal(for 3 phase)	Required		

	b)	Inverter under/Over voltage	Required		
	c)	Output Short circuit	Required		
	d)	Battery Overcharging	Required		
22	Certification				
	a)	ISO 9001	Required		
	b)	ISO 14001	Required		
	c)	ERTL/SAMEER/ ETDC/BIS/EQDC/any NABL Certified LABs Certification required.	Required (<i>for the equipment offered</i>)		
23	Communications & Management				
	a)	Interface Port(s)	DB-9 RS-232,SmartSlot		
	b)	Available smart slot interface quantity	1		
	c)	LCD Display	Required. Must display details of Input Voltage, Output Voltage, Heat Sink Temperature, Battery Voltage, Output Current (%), Output Frequency etc.		
	d)	Audible Alarm (For Battery Low, UPS failure and Mains Failure)	Required		
24	Other Features *				
	a)	Communication Port for PC interface	USB/ RS 232 port with SNMP card		
	b)	Remote monitoring	UPS Network Management Card with suitable software with auto shutdown facility compatible in Linux/ Windows Server OS 2003/ 2008/2012, Windows 7/Windows 8.1 to monitor all parameters of UPS like Output voltage, Battery voltages, UPS load, Mains frequency, Dynamic Battery Backup time, UPS Temp., etc.		
* The items in Sl. 24(a) & (b) are optional, but UPS should have the provision for integrating the features/items mentioned herein.					

Annexure 3 - Bid Security Form**(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)****(On a Non-Judicial Stamp Paper of Appropriate Value)**

Bank Guarantee No.

Date:

TO:

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

WHEREAS _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ (date of submission of bid) for Procurement of UPS Systems in response to Allahabad Bank’s Request for Proposal (RFP) Ref. No. : **HO/DIT/UPS-EMPANELMENT/2019-20/122** dated 07.02.2019 (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of bank) (hereinafter called “the Bank”) are bound unto ALLAHABAD BANK (hereinafter called “the Purchaser”) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this ____ day of _____, 20__.

THE CONDITIONS of this obligation are:

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

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

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

Notwithstanding any other term contained herein

1. 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

2. the total liability of Bank under this guarantee shall be limited to Rs. 26,00,000/- (Rupees Twenty Six Lakhs only).

Date:

Place :

SEAL Code No.

SIGNATURE.

NOTE :

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

Annexure 5 – Credential Letter from Scheduled Commercial Bank/Central and/or State Government Departments in India

(To be submitted on the letter head of the relevant Bank)

Ref No

Date:

To :

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

Sir,

M/s _____ is/was our

Empanelled vendor upto _____ for supply and maintenance of the following items :

Sl. No	Item	Make & Model
1	UPS - 3 KVA	
2	UPS - 5/6 KVA	
3	UPS - 10 KVA	
4	UPS - Others capacity, if any	

The supply, installation, commissioning and maintenance support from the vendor M/s _____ is satisfactory.

Place:

Date:

Seal & Signature

(For Bank)

Annexure 6 - Details of Offices**(To be submitted on the letter head of the bidder)**HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019

Ref No

Date:

To :

Allahabad Bank,
 Head Office,
 Dept. 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-7 - SERVICE CENTRE DETAILS

HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019

(Please attach list strictly as per following format)

Sl. No	Location of the Purchaser's Head Office or Zonal/ Field Offices	NEAREST SERVICE CENTRE				
		Location			Status of office working days & hours	Number of Service Engineers
		Centre	Distance in KM from destination	Phone No. Fax No. and E-mail		
1	Kolkata					
2	Agra					
3	Ahmedabad					
4	Allahabad					
5	Amritsar					
6	Asansol					
7	Bahraich					
8	Bangalore					
9	Barasat (WB)					
10	Berhampur (WB)					
11	Bhagalpur					
12	Bhopal					
13	Bhubneshwar					
14	Chandigarh					
15	Chennai					
16	Chinsurah					
17	Dehradun					
18	Deoghar					
19	Dibrugarh					
20	Gonda					
21	Gorakhpur					
22	Guwahati					
23	Hamirpur (UP)					
24	Hyderabad					
25	Jabalpur					

Sl. No	Location of the Purchaser's Head Office or Zonal/ Field Offices	NEAREST SERVICE CENTRE				
		Location			Status of office working days & hours	Number of Service Engineers
		Centre	Distance in KM from destination	Phone No. Fax No. and E-mail		
26	Jaipur					
27	Kanpur					
28	Lakhimpur Kheri					
29	Lucknow					
30	Ludhiana					
31	Meerut					
32	Midnapore					
33	Mirzapur(UP)					
34	Moradabad					
35	Mumbai					
36	Muzaffarpur					
37	Nagpur					
38	New Delhi					
39	Patna					
40	Pune					
41	Raipur					
42	Ranchi					
43	Satna					
44	Siliguri					
45	Sitapur					
46	Varanasi					

Date:

Seal and Signature of authorized signatory:

Annexure 8 -Bidder Turnover & Profits**(To be submitted on the letter head of the Bidder)**

Name of the Bidder Company / Firm: _____

Details of turnover and profit for last three years **from UPS business**:

Sr. No	Financial parameters of the bidder Business Results	ANNUAL TURNOVER (INR)	ANNUAL TURNOVER from UPS Business (INR)	NET PROFIT (INR)
1	2015-16			
2	2016-17			
3	2017-18			
	Only Bidder company / Firm figures need to be mentioned. <i>(Not to include subsidiary, affiliate or group entities figures)</i>			(Mention the above amount in INR only)

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

Certified By:**Seal & Signature of authorized signatory****(Chartered Accountant)****(For Bidder)**

(Seal with Membership number)

Place:**Date:**

Annexure 9- Price Schedule for Goods and Services

Sl. No.	Description of Item	No. of Units (A)	UPS			BATTERY		Total Bid Price (UPS & Battery) (I+II)
			Unit Cost (Inclusive of 3 years warranty) (B)	AMC Cost per year per unit (C)	TCO of 6 years (3 years warranty+3 years AMC) $I=A*(B+C*3)$	Cost per set (Inclusive of 2 years warranty) (D)	TCO of 2 years (Inclusive of 2 years warranty) $II=(A*D)$	
1	3 KVA UPS with 2 Hrs Backup (excluding battery set)	125						
2	3 KVA UPS with 4 Hrs Backup (excluding battery set)	600						
3	6 KVA UPS with 2 Hrs. Backup (excluding battery set)	133						
4	6 KVA UPS with 4 Hrs. Backup (excluding battery set)	100						
5	10 KVA UPS (3 Phase) with 2 hrs backup (excluding battery set)	4						
6	10 KVA UPS (3 Phase) with 4 hrs backup (excluding battery set)	8						
Grand Total								

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

Note:

- 1) The bidder has to quote all equipments and services on a fixed price basis as part of the commercial Bid inclusive of all costs and 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 taxes viz. GST/any other equivalent Tax/cess as applicable in India. The Bank will not pay any other taxes, cost or charges.
- 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.
- 5) Each page of Annexure-9 should be signed & stamped by the authorized signatory.

Place: _____

Seal & Signature of Authorized signatory Bidder: _____

Date: _____

Annexure-10 EMPANELMENT SECURITY FORM

(FORMAT OF BANK GUARANTEE (BG) FOR EMPANELMENT SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF Rs 100.00)

RFP Ref No: HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019

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 the supply of _____ (name and/or description of goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20__.

THE CONDITONS of this obligation are:

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

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

This guarantee will remain valid for a period of 365+60 days from the start of empanelment i.e. up to _____ and any demand in respect thereof should reach the Bank not later than the above date.

Place:

SEAL Code No.

SIGNATURE

NOTE: 1. EMPANELLED VENDOR SHOULD ENSURE THAT THE SEAL & CODENO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

- 2 STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.

Annexure 11- EMPANELMENT CONTRACT FORM

(Non-Judicial Stamp Paper of appropriate value)

RFP Ref No: HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019

CONTRACT NUMBER:

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - (a) The RFP reference no.: dated:
 - (b) the Bid form and price schedule submitted by the bidder;
 - (c) the schedule of requirements;
 - (d) the Technical Specifications;
 - (e) the Conditions of Empanelment Contract;
 - (f) the Conditions of Discrete Procurement ; and
 - (g) The Purchaser's Notification of Empanelment
3. In consideration of the payments to be made by the Purchaser to the Empanelled Vendor in terms of Purchase Orders for procurement of goods and services placed by / Zonal Offices / Field Offices etc. of the Purchaser for the branches/offices under its control, the empanelled vendor hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Empanelled vendor in consideration of the provision of the Goods and services and the remedying of defects therein, the Purchase order Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

GOODS	SERVICES
(Please Mention)	Supply, Installation, Commissioning , Training and on-site maintenance during Warranty & Post Warranty Maintenance Period of the equipments

In Witness Whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and Delivered by the

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

Signed, sealed and Delivered by the

Said _____ (For the Purchaser) in presence of _____

Annexure 12 - PERFORMANCE SECURITY FORM

(BANK GUARANTEE FORMAT)
(ON NON-JUDICIAL STAMP PAPER OF RS 100.00)

RFP Ref No: HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019

Bank Guarantee No.

Date:

To:

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

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

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

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

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

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

Signature and seal of Guarantors.

Date:

Address:

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

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

Annexure 13 – DEVIATION STATEMENT**(A) TECHNICAL DEVIATION STATEMENT**

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

CLAUSE	DEVIATION	REMARKS with justification

(B) COMMERCIAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

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

Terms & Conditions	Remarks with justification

Except the aforementioned deviations, we agree to all the terms & conditions of the RFP (Ref. No. **HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019**) and confirm that the bid submitted by us is in conformity with Bank's requirement as stipulated in the said RFP.

Place _____

Dated _____

Seal and Signature of Authorized Signatory

NOTE:

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

Annexure- 14**PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER
AFTER SUCCESSFUL COMMISSIONING OF THE SUPPLIED GOODS**

No. Date:

M/s.

Sub: Certificate of commissioning of supplied goods

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

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

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

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

3) The Proving test has been done to our entire satisfaction and operators have been trained to use the hardware and the software.

4) The supplier has fulfilled his contractual obligations satisfactorily. **

OR

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

- a)
b)

5. The amount of recovery on account of non supply of accessories and parts is given under para No. 2

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

Signature

Name

Designation with Stamp

** Explanatory notes for filling up the certificates:

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

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

Annexure 15 - FORMAT OF BANK GUARANTEE AGAINST ANNUAL MAINTENANCE

(ON NON-JUDICIAL STAMP PAPER OF RS. 100.00)

RFP Ref No: HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019

Bank Guarantee No.....

Date:

To:

Allahabad Bank
 Head Office,
 Department of Information Technology,
 2 Netaji Subhas Road
 Kolkata -700001, India

WHEREAS _____ (*name of the Supplier*) hereinafter called "the Supplier" has under taken, in purchase of contract No. dated _____ 20__ to supply. _____
 _____ (*Description of goods*) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system including cost of spares after warranty period for next four years.

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

THEREFORE WE hereby affirm that we are guarantors and responsible to you on behalf of the supplier, up to a total of Rs. _____ (Amount of Guarantee in words and figures) being 100% of the Annual Maintenance Charge and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum of sums within the limit of Rs. _____ (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____ 20__

Signature and Seal of Guarantors Date:

NOTE:

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

Annexure 16 - STANDARD AMC AGREEMENT
(Agreement with UPS Vendor for Annual Maintenance)

RFP Ref No: HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019

This agreement made the ----- day of ----- 20 between Allahabad Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act,1970, (hereinafter called "Bank") which expression/shall include its successors and assigns and

VENDOR M/s _____

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

hereinafter called THE COMPANY has agreed to provide and Bank has agreed to accept from the company, repair and maintenance service for the UPS Systems (hereinafter called EQUIPMENT) listed in ANNEXURE-A hereto as amended from time to time, subject to the Bank paying charges to the company on the following terms and conditions:

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

1. COMMENCEMENTS AND TERM:

- 1.1 This agreement is effective and valid for an initial period of one year from ----- to ----- it shall however be renewable every year, for a minimum period of Three years.
- 1.2 Upon termination as provided under clause 1.1 above or after expiration of this agreement each party shall forthwith return to the other all papers, materials and other properties of the other held by each for the purpose of execution of this agreement as may be necessary for the orderly non-disrupted business continuation of each party.
- 1.3 Individual items of equipment, and repair and maintenance service charge for such equipment may be added to or withdrawn from the list i.e. Annex-A of this agreement by mutual written consent of both parties, and in that event the maintenance charges be accordingly adjusted on annual basis, by realizing prepaid amount from the vendor or paying additional amount, as the case may be.

2. CHARGES:

A Bank Guarantee for an amount of 100% of the annual AMC charges covering the entire AMC period should be provided to the bank to protect against any loss during the period of AMC. The Bank Guarantee should be submitted before start of the AMC period.

The charges payable by Bank to the company for the AMC described herein will be the AMC quoted by the company in its bid in response to the request for Proposal and no additional charges whatsoever should be claimed by the vendor. These charges shall remain fixed for a period of three years from -----

The charges shall be payable **annually in advance basis** on submission of invoices by the company for payment due in accordance with this agreement accompanied by all the requisite papers.

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

The company is required to submit satisfactory service support report from the end user along with the payment bill as said herein above.

The AMC charges shall be made promptly by the Bank within one month, from the date to which it relates, subject to the company's satisfactory report(s) from the end users and realizing the invoice.

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

3. REPAIR AND MAINTENANCE SERVICE.

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

- a) The company shall rectify any defects, faults and failures in the equipment and shall repair and replace worn out defective parts of the equipment during bank's normal local; working hours on site. In cases where unserviceable parts of the equipment need replacement, the company shall replace such part(s) at no extra cost to Allahabad Bank with brand new parts or those equivalent to new parts in performance. Provided that if the company is required to replace consumable being printer ribbons, magnetic tapes, reel cartridges, cassettes, exchangeable disc packs, floppy disks, line printer band, this will incur an additional charge.
- b) The company agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified above in urgent situation for which no additional cost shall be paid.
- c) The company shall provide repair and maintenance service in response to oral, including telephone notice by Bank within **4 hours** (not including holidays) after such intimation during the hours set forth in cl. 3.1 (a) above.
- d) The company shall ensure that faults and failures intimated by Bank as above are set right within 24 hours of intimation failing which the equipment concerned will immediately be replaced with equivalent affectability/capability for which no additional expenses are payable to the company.
- e) The company shall ensure that the full configuration of the Equipment is available to Allahabad Bank in proper working condition for 98% of the time in very month.
- f) All repair and maintenance service described herein shall be performed by qualified engineers totally familiar with the equipment.
- g) Any worn/defective parts withdrawn from the equipment replaced by the company shall become the property of the company and the parts replacing the withdrawn parts shall become the property of the Bank.
- h) Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for the equipment similar to that covered by this agreement.
- i) The company shall conduct **preventive maintenance** (including but not exhaustive to inspection, testing satisfactory execution of all diagnostics, cleaning and removal of dust and dirt

from the interior and exterior of the equipment and necessary repairing of the equipment) once at least in every 30 days in addition to the normal maintenance required as per this agreement, during the currency of this agreement, on a day and at a time to be mutually agreed upon. Notwithstanding the foregoing, the Company recognizes Allahabad Bank's operational needs and agrees that Allahabad Bank shall have the right to require the Company to adjourn Preventive Maintenance from any scheduled time to a date and time, not later than fifteen working days thereafter.

- j) The company shall maintain at Allahabad Bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The copy of this log should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.
- k) The company's maintenance personnel shall, subject to clause 7 herein is given access to the equipment when necessary for the purpose of performing the repair and maintenance service indicated in this agreement.
- l) The equipment shall not be shifted to an alternate site and installed thereat during the currency of this agreement without prior written notice to the company. However if Allahabad Bank desires to shift the equipment to a new site and install it there urgently, the company shall be informed of the same immediately. Allahabad Bank shall bear the charges for such shifting and reinstallation and the company shall provide necessary assistance to Allahabad Bank in doing so. This agreement after such shifting and reinstallation would continue to be binding on the company and Allahabad Bank provided that the two parties may agree to amend charges for the maintenance services after such an event.
- m) Allahabad Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply duct, to within the acceptable limits required for equipment similar to that covered by this agreement.
- n) No term of provision hereof shall be deemed waived and no breach excused unless such a waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or excuse for any other, different or subsequent breach.
- o) If, in any month the company does not fulfil the provisions of clauses 3.1(c,d &f) the proportionate maintenance charges for that month will not be considered payable by Allahabad Bank. In such events the company will credit the proportionate maintenance charges for that month to Allahabad Bank against future payments, if due, or refund the amount forthwith to Allahabad Bank, on demand.

4. PREVENTIVE MAINTENANCE:

- 4.1 The company shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment) once at least in every 30 days in addition to the normal maintenance required as per this agreement.
- 4.2 The company shall maintain at bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The copy of this log should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.

5. PENALTY:

In case any requirement is not made usable/repared within stipulated time specified in cl. No, 3.1 (d) the company will be required to arrange for an immediate replacement of the same as detailed in cl no. 3.1 (e) failing which the company will be liable to pay a **penalty of Rs. 500/-** per day which will be realized from the AMC charges payable or from the company directly.

6. FORCE MAJEURE:

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

7. SUBCONTRACTING:

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

8. EQUIPMENT ATTACHMENTS:

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

9. SECURITY:

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

10. CONFIDENTIALITY:

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

11. LIABILITY AND INDEMNITIES:

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

12. ARBITRATION:

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

shall be final. Such arbitration is to be governed by the provision of the Arbitration and Conciliation Act, 1996 (as amended on 2015). The jurisdiction of court as well as place for arbitration will be at Kolkata.

13. BUSINESS TERMINATION:

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

14. GENERAL:

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

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

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

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

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

Signed, Sealed and Delivered by the

Said _____ (For the Bank)

In presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Company)

In presence of _____

Annexure 17

SELF DECLARATION – BLACKLISTING

RFP Ref No. HO/DIT/UPS-EMPANELMENT/2019-20/122 dated 07.02.2019

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

Dear Sir,

Sub: Self Declaration – Blacklisting

- We hereby certify that, we have not been blacklisted /debarred by any Government Dept. PSU / Banks for non-implementation / non delivery of the order / not providing support or any other reason currently.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Annexure-18**(INTEGRITY PACT)**

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

PREAMBLE

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

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

SECTION 1 - COMMITMENT OF THE PRINCIPAL

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles>
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will *in particular*, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

SECTION 2 - COMMITMENT OF THE BIDDER(S)/ CONTRACTOR(S)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7).
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

SECTION 3. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

SECTION 4 - COMPENSATION FOR DAMAGES

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

SECTION 5 - PREVIOUS TRANSGRESSION

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

SECTION 6 - EQUAL TREATMENT OF ALL BIDDERS / CONTRACTORS / SUBCONTRACTORS

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

SECTION 7 - CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S) / CONTRACTOR(S) / SUBCONTRACTOR(S)

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

SECTION 8 - INDEPENDENT EXTERNAL MONITOR

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Allahabad Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and on

'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, ALLAHABAD BANK and recues himself/ herself from that case.

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

SECTION 9 - EARNEST MONEY/SECURITY DEPOSIT

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

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

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

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

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

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

SECTION 10 - SANCTIONS FOR VIOLATION

1. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - (ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
 - (vi) To cancel all or any other Contracts with the Bidder.
 - (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
 - (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.
 - (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

2. The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

SECTION 11 - FALL CLAUSE

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

SECTION 12 - PACT DURATION

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

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

SECTION 13 - OTHER PROVISIONS

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

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

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

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

END OF DOCUMENT