



Allahabad Bank

Department of Information Technology,
Head Office, Kolkata

Request for Proposal
(RFP)

for

Procurement of SAN Switches & its
Auxiliary Items at DC & DRS

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SECTION-I
INVITATION FOR BID (IFB)

RFP Ref No.: HO/DIT/HW/SAN-Switches/103

Date: 11/07/2018

1. Allahabad Bank, leading Public Sector Bank, having its presence throughout the country intends to procure SAN Switches & its auxiliary items for its Data Centre Mumbai (DC) & Disaster Recovery Site Lucknow (DRS).
2. A complete set of Request for Proposal (RFP) may be purchased by any interested bidder on submission of a written application, in duplicate, to Allahabad Bank, Head Office, Department of information Technology, 2, Netaji Subhas Road, Kolkata-700 001, India, upon payment of a **non-refundable fee** of Rs.1,000/- (Rs.500.00 extra if sent through courier) in the form of Demand Draft, Banker's Cheque or Inter Office Instrument drawn in favor of Allahabad Bank payable at Kolkata. Only those bidders, who purchase the RFP in their name, will be eligible for submission of bid.
3. The RFP can be obtained from the following address during office hours on all working days either in person or by post.

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

4. The complete RFP have also been published on Bank's official website www.allahabadbank.in as well as on Bank's e-Tendering website www.tenderwizard.com/abbank for the purpose of downloading and application made on such shall be considered valid for participating in the tender process.
5. The bidders who have downloaded RFP from Bank's e-Tendering website / Bank's official website and want to participate in the bidding process must pay a **non-refundable fee** of Rs.1,000/- in the form of DD/BC/IOI, payable in favour of ALLAHABAD BANK at Kolkata, before the time of submission of bid.
6. The Detailed schedule of the RFP is as under:

Sl. No	Items	Details
6.1	Bid/RFP reference	HO/DIT/HW/SAN-Switches /103 dated 11.07.2018
6.2	Price of RFP	INR 1,000/-
6.3	Courier charges	INR 500/-
6.4	Date of commencement of sale of RFP	12.07.2018, 10:00 Hrs IST
6.5	Last date and time of sale of RFP	26.07.2018, 12.00 Hrs IST
6.6	Date & Time of Pre Bid Meeting	17.07.2018, 12.00 Hrs IST
6.7	Last date and time for submission of Bids (<i>Technical & Indicative Commercial Bid – in physical form</i>)	26.07.2018, 13:00 Hrs IST
6.8	Date and time of opening of Technical Bids	26.07.2018, 15:00 Hrs IST

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

- 7. Bidder has to submit Technical & Indicative Commercial Bid, in physical form however for the actual Commercial Bid, Bank would do the reverse auction through e-Tendering process**
8. The Original RFP & its addendums (if any) needs to be signed and stamped by the Bidder and has to be submitted along with the Bid security on or before the last date & time of submission of technical bid, mentioned above.
9. No further discussion / interface will be granted to bidders whose bids have been technically disqualified.
10. Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
11. This RFP is not an offer by the Bank, but an invitation to receive offer from Bidder. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the Bank with the Bidder.
12. Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.
13. This tender is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued

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

SECTION-II
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 “*Purchaser*” or “*Bank*”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called Request for Proposal or RFP, to the vendors to participate in the competitive bidding towards procurement of Four(04) San Switches & its auxiliary items for DC Mumbai & DRS Lucknow, as per the scope of work, technical specifications and terms & conditions specified in this RFP.
- 1.2 This document is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

2. ELIGIBILITY CRITERIA:

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

Eligibility Criteria		
Sl. No.	Eligibility Criteria Set in the RFP	Documentary Evidence need to be submitted by Bidder to the Bank
2.1	The bidder should be a registered company / firm and should be in existence for a minimum period of 5 (Five) years in India as on 30.06.2018	Copy of Certificate of Incorporation /Partnership Deed to be submitted. <i>(To be submitted as Annexure -19)</i>
2.2	The bidder should have annual turnover of at least INR 25 Crores for each of last three financial years i.e. 2015-16, 2016-17 and 2017-18 and should be profit making in each of these years.	<p>A certificate to this effect as per Annexure-7 duly signed by Chartered Accountant and authorized signatory (of the bidder) must be provided.</p> <p>Further Copies of audited balance sheets and Profit & Loss statements for the last three financial years i.e. audited statements for 2015-16, 2016-17 and 2017-18 should be submitted along with the offer.</p> <p>Note: In case Audited Financial statement is not available for the year 2017-18, bidder needs to submit the unaudited financial statement along with Annexure-7 (as mentioned above).</p>

2.3	The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company/organization operating in India, during last five years.	Bidder should submit an Undertaking for the referred clause as per Annexure-12
2.4	The Original Equipment Manufacturer (OEM) can either bid or bid through their Authorized Partner. In case of Authorized Partner, Manufacture's Authorization Form should be submitted	Manufacturer's Authorization Form should be submitted as per Annexure-8 (<i>In case of authorized Partner</i>)
2.5	The bidder should have obtained valid ISO 9001:2008 or higher certification, as on 30.06.2018	Bidder to submit duly signed and stamped Copy of ISO Certificate as Annexure-20
2.6	The bidder should have experience of supply, installation and maintenance of minimum of Five(5) nos. of San Switches at the Data centre (DC)/Data Recovery Site (DRS)/Near DR or Similar/equivalent Setup of Bank/Financial Institutions during the period of April-2013 to June 2018. <i>(The supply should be to any organization directly by the bidder, not through any third party / dealer / sub-dealer).</i>	Bidder need to submit the credential letter as per annexure-6, proving its eligibility for the referred clause. In case of non-submission of the credential letter, bidder needs to submit sufficient documentary evidence confirming supply, installation & maintenance of the San Switches to the organization, as per the requirement of the clause.

3. SCOPE OF WORK:

The Bank intends to procure SAN Switches & its auxiliary items for it's Data Centre (DC), Mumbai and Disaster Recovery Site (DRS), Lucknow. Bidder has to done/provide/perform following as a part of scope of work:

- 3.1 Supply, installation, integration, commissioning and maintenance of the proposed SAN Switches.
- 3.2 The bidder should provide the LC-LC- Fiber cables (50% of 5 metres & 50% of 25 meters), crimping of fibre cables, connectors etc. and lay down the cable at each site i.e. DC & DRS.
- 3.3 Bidder has to done the requisite zoning on SAN switches
- 3.4 Bidder has to migrate existing SAN connections from old SAN switches to new SAN switches. Migration has to be plan in such a way that migration doesn't require a downtime or requires a minimal down time. Further bidder has to done SAN connections with new Servers and storage also as and when required during the contract period.

- 3.5 Bank has Cisco Make San Switches in its existing setup of San Fabric and Bidder need to integrate the proposed new switches with the Bank's existing San Fabric using Inter Switch Link (ISL) to form a larger san switch fabric. Bidder has to factor the necessary licences for the Inter Switch Link, as a part of Scope of Work & its cost has to be included in the Cost of switches.
- 3.6 Selected vendor has to study the existing environment and prepare design document immediately after receiving the PO
- 3.7 Bidder has to resolve access/connection/performance issues, if any, after migration and during the entire contract period of five (5) years.
- 3.8 Preparation of Installation / configuration documents, Architecture diagram with rack layout, Standard Operating Procedure documents for performing regular activities in the future.
- 3.9 The Bidder will deploy project manager and engineers for the installation of switches and migration of connections from existing switches to new switches.
- 3.10 The bidder should connect servers to switches through fiber cables and perform proper cable tagging, end to end testing of each fiber points.
- 3.11 The bidder should make all the necessary arrangements of structure cabling such as-fiber cable laying, fiber splicing, crimping, LIU installation, fibre termination, etc.
- 3.12 The Bidder should provide warranty of 3 years of SAN Switches and thereafter AMC for two (2) years. The bidder has to ensure support for resolving all SAN Switches & cable related issues, during warranty and AMC (Annual Maintenance Contract) period.
- 3.13 After expiry of the warranty period, annual maintenance and repairs of the entire systems will be done by the selected Vendor and all services available during warranty period will also be made available during post-warranty i.e. AMC period
- 3.14 The Selected Vendor shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the equipment and necessary repairing of the equipment) once at least in every 90 days in addition to the normal maintenance required and provide report to the DC, Mumbai & DRS,Lucknow during the contract period
- 3.15 If during the contract, hardware supplied is not performing as per specifications mentioned, bidder has to upgrade/enhance the devices or place additional devices and reconfigure the system without any cost to the Bank.
- 3.16 Acceptance certificate would be signed after installation/ implementation as per design document/zoning/end device connection migration/ submission of technical documentation etc at DC & DR location, as mentioned under scope of work.
- 3.17 During warranty and AMC period, the successful Bidder will ensure the regular maintenance support and required to depute an experienced engineer as and when required to ensure proper functioning of the system.

4. SERVICE LEVEL AGREEMENT & PENALTIES:

- 4.1 Warranty of the supplied items will start from the date of acceptance of the items by Bank. After expiry of the warranty period, AMC will be applicable on the items for Two years. Any deviation to the warranty & AMC period mentioned above may be liable for rejection of bid
- 4.2 For proposed switches, vendor has to ensure 99.7% uptime monthly. At the end of each month, performance of the vendor would be evaluated based on the total accumulated downtime occurred during the month. For the purpose of such evaluation, monthly cumulative downtime beyond 0.3% for switch would attract a penalty of 1% of the procurement cost of the switch, for every percentage or part thereof, below the expected service level per month, subject to a maximum annual penalty of 10% of the procurement cost of the switch. All such accumulated deductions would be adjusted against the Performance Bank Guarantee or from any AMC payment due.
- 4.3 If any component supplied by the vendor is inoperative which renders the system useless, then it will be treated as system downtime.
- 4.4 The selected Bidder has to provide **free on-site maintenance services on 365x24x7 basis during the entire Warranty & AMC Period of Five (5) years.** The Selected Vendor will respond to a service call and **commence maintenance work within 4 hours of being notified of equipment malfunction/ failure**
- 4.5 The selected Bidder should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted/paid by the Bank.
- 4.6 Root Cause Analysis (RCA) faced for any issues related to switch array should be provided by the bidder within 3 Business Days.

5. MANUFACTURER'S AUTHORIZATION FORM (MAF) :

Bidders other than OEM of the San Switch, who intend to participate in the tender process has to submit a letter of authority from their manufacturers confirming that they have been authorized to quote on behalf of the them, as per Annexure-8 (MAF)

6. ALTERNATIVE OFFERS :

Each offer should specify **only a single solution** which is cost-effective and meets the tender specifications, scope of work and terms & conditions. Further it **should not include any alternatives.**

7. COST OF BIDDING:

- 7.1 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.

8. CONTENTS OF RFP:

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

- 1) Instruction to Bidders (ITB)
- 2) Conditions of Contract (COC)
- 3) Annexures

8.2 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.

9. PRE-BID MEETING:

- 9.1 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 Schedule. Upto a maximum of two representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the Purchaser, at its discretion, may permit any additional representative of any prospective bidder or any representative of manufacturer of the related equipments to attend the pre-bid meeting.
- 9.2 All the pre-bid queries of the bidders should be submitted to bank atleast one day before the scheduled pre-bid meeting i.e. on or before 16.07.2018.
- 9.3 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised upto that stage. The issues/questions to be raised must be in writing. The 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.
- 9.4 Clarifications including the text of the questions raised (without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the RFP, allowing at least 3 days time, prior to the last date for receipt of bids.
- 9.5 Non-attendance at the Pre-bid Meeting will **not** be a cause for disqualification of a bidder.

10. AMENDMENT OF RFP:

- 10.1 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.
- 10.2 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment.
- 10.3 All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail and will be binding on them.
- 10.4 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
- 10.5 The Addendum /Corrigendum issued will be sent to all prospective bidders who have purchased the RFP as well as will be published on Bank's Official Website & E-Tendering Website. No other publicity will be provided for the issued Addendum /Corrigendum.

11. 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.

12. NON-TRANSFERABLE TENDER :

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

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

13.1 Bidders are required to submit the Technical Bid in physical form along with the Indicative Commercial Bid. However for the actual Commercials, Bank will be doing reverse auction process (*through Bank's E-Tendering Portal*) for selecting the L1 Bidder.

13.2 The bidder will take care of submitting the Bid properly filed so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection.

13.3 The tender not submitted in the prescribed format or incomplete in details is liable for rejection. The Bank is not responsible for non receipt of bid within the specified date and time due to any reason including postal delays or Holidays.

14. SUBMISSION OF TECHNICAL BID

14.1 The Bidders shall prepare **two copies** of the Technical Bid (*Including Indicative Commercial Bid in Sealed Envelope*) and shall seal the bids in two different envelopes clearly marking each "**Original Technical Bid**" and "**Copy Technical Bid**" as appropriate. Bidder shall then seal both the bids i.e. "Original Technical Bid" and "Copy Technical Bid" in a single envelope which should be marked as "TECHNICAL BID for Procurement of SAN Switches at DC & DRS for Allahabad Bank". If above bid is found not properly sealed, the bid is liable for rejection.

14.2 In addition to the above marking, the envelope must be super-scribed with the following information –

- a) RFP Reference Number
- b) Tender for Procurement of SAN Switches & its auxiliary items at DC & DRS for Allahabad Bank
- 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.

14.3 The original and copy bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

14.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid and it has to be

reported to Bank during the Bid Opening; failing which such erasure/correction will not be acceptable to Bank.

- 14.5 All the formats need to be filled in exactly as per the pro-forma given in the Annexures and any deviation is likely to cause rejection of the bid.
- 14.6 The Bank will not allow/permit changes in the bids submitted after the last date of submission of bids.
- 14.7 The offer may not be evaluated by the Bank in case of non adherence to the format or partial submission of technical details as per the format given in the RFP.
- 14.8 Non submission or partial submission of the information along with the offer could result in disqualification of the bid of the concerned bidder.
- 14.9 The bidder will also required to submit copy of the RFP and its addendum (if any), duly stamped and signed on each page by the authorized person of the bidder's company
- 14.10A softcopy of the duly signed documents of the technical bid shall be submitted along with the technical bid in "PDF" format in CD/DVD along with technical bid.
- 14.11 "Copy Technical Bid" should contain all the documents/Annexures as submitted in the "Original Technical Bid" except original Bid Security.
- 14.12 The Technical Bid must not contain any price information with respect to its commercial offer.**

14.13 The Technical Bid shall comprise of the following documents :

Section	Item	Format
Authorization letter for Submission of Bid	Covering letter in Company's letter head duly signed by authorized signatory with name, title and seal	Covering letter along with Copy of Power of attorney to be submitted.
Eligibility Criteria as outlined in the RFP	All the Annexures, Certificates and Enclosures	<i>Annexure-(6,7,8,12,19,20)</i> and their enclosures
Technical Section		
	Bid Form	<i>Annexure-1</i>
	Bank Guarantee Towards Bid Security	<i>Annexure-2</i>
	Bidders Profile	<i>Annexure-3</i>
	Deviation statement	<i>Annexure-4</i>
	Performance Statement	<i>Annexure-5</i>
	Letter of Authority for participation in Reverse Auction	<i>Annexure-13</i>
	Business rules for Reverse Auction	<i>Annexure-14</i>
	Technical specification	<i>Annexure-16</i>
	Eligibility Criteria Compliance	<i>Annexure-18</i>
	Masked Commercial Bid	as per <i>Annexure -9</i>
Others		
RFP and subsequent addendums signed & stamped on every page by the authorized representative of the Bidder		

CD/DVD containing softcopy of the Technical Bid

15. SUBMISSION OF INDICATIVE COMMERCIAL BID & REVERSE AUCTION

- 15.1 The prospective Bidders are advised to submit the Indicative Commercial Bid in physical form as per Annexure-9 along with the Technical Bid, duly signed and stamped by the authorized signatory, latest by the last date and time of submission of Bids. The Indicative Commercial Bid should contain the Price Information only and to be submitted strictly as per the format provided in Annexure-9.
- 15.2 The Bank will adopt e-Tendering process for conducting reverse auction process for the Commercials of RFP. The vendor for e-Tendering process is M/s Antares Systems Limited and the portal address for the same is **www.tenderwizard.com/abbank**, wherein the necessary details for e-Tendering process are available.
- 15.3 Indicative Commercial Bid of only those Bidders will be opened who qualifies in Technical evaluation & subsequently reverse auction will be conducted on the total cost of ownership. After the completion of reverse auction, the L1 bidder is required to provide the final commercial bid (FCB) with breakup by 5:00 pm next day, matching the reverse auction price for commercial evaluation. The FCB will comprise of the Total cost of Ownership for Bank (TCO). The Bidder shall not add any condition / deviation in the commercial bid. Any such condition / deviation may make the bid liable for disqualification.
- 15.4 The prospective Bidders are advised to register with the E-Tendering Portal (www.tenderwizard.com/abbank). The Bidder should also possess valid Class III Digital Signature Certificate which is a Mandatory requirement.
- a. In case of any clarification/assistance Bidder may contact the following representatives of M/s Antares Systems Ltd. before the schedule time of Online Reverse auction process.

Contact Persons

Mobile No.

Mr. Kushal Bose

07686913157

Mr. Tousik Ghosh

09674758724

E-mail: kumarchandan@antaressystems.com
debrajsaha@antaressystems.com
kushal.b@antaressystems.com
tousik.g@antaressystems.com

16. BID SECURITY/EARNEST MONEY DEPOSIT(EMD):

- 16.1 The Bidder shall furnish a Bid Security (as per Annexure-2) for Rs.1,00,000/- (*Rupees One Lakh only*), as a part of their bid.
- 16.2 The bid security is required to protect the Purchaser against risk of Bidder's conduct during the period of bid validity.
- 16.3 The bid security shall be denominated in the INDIAN RUPEES only and shall be in any one of the following forms.

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

b) Demand Draft or Banker's Cheque

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

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

16.7 The bid security may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity;

Or

(b) In case of the selected Bidder, if the Bidder fails or refuses:

i) to sign the Contract in accordance with RFP;

Or

ii) to execute the contract in accordance with RFP

Or

iii) to furnish performance security in accordance with RFP

16.8 The bid security of unsuccessful Bidders will be discharged /returned after the completion of Bid process, whereas the bid security of finally selected bidder will be discharged/ returned after signing of the contract & on submission of performance guarantee, as specified in the RFP.

17. PERIOD OF VALIDITY OF BIDS:

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

18. FORMAT AND SIGNING OF BID:

18.1 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.

18.2 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 authorized to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be initialed by the person or persons signing the bid.

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

19. DEADLINE FOR SUBMISSION OF BID:

19.1 Technical Bids & Indicative Commercial Bid must be received by the Purchaser at the address specified under IFB not later than the time and date specified in the IFB. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

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

20. LATE BIDS:

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

21. MODIFICATION AND WITHDRAWAL FOR BIDS:

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

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

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 by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in forfeiture of Bid security submitted by bidder.

22. BID OPENING:

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

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

22.3 Each Bid will be numbered serially, signed and dated by two officers of the Bank except printed literature, brochure and reports.

22.4 Alterations in the bids, if any, made by the Bidder/companies would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the Bidder/ company's executive who has signed the Bid or by the Bidder/ company's representative authorized by the executive who has signed the bid. The Bidder should bring such alteration in notice of Bank at the time of opening of Bid, failing which such alterations would not be acceptable to the Bank.

22.5 An "on the spot statement" giving details of the bids opened will be prepared.

22.6 Bids and modifications, if any, that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.

23. CLARIFICATIONS OF BIDS:

23.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

24. PRELIMINARY EXAMINATION :

24.1 Allahabad Bank will examine the bids to determine whether the bids are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

24.2 Bids without proper documents showing the tie-up arrangements with the partners involved in the supply of the total solution shall be treated as non-responsive.

24.3 Arithmetical errors will be rectified on the following basis.

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

24.4 The Bank, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all Bidders and Allahabad Bank reserves the rights for such waivers.

24.5 Prior to the detailed evaluation, Allahabad Bank will determine the substantial responsiveness of each Bid to the RFP. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the RFP without material deviations. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

25. EVALUATION OF BIDS(TECHNICAL & INDICATIVE COMMERCIAL BID):

25.1 Objective of Evaluation Process

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

25.2 Evaluation of Technical Bids

- 25.2.1. The Technical Bids opened will be evaluated by the Bank on the basis of following criteria -
 - a) Completeness of the Technical bid (including eligibility criteria) in all respects and availability of all information/details.
 - b) Point to point conformity to the contents and format (including annexures) of the technical bid as listed out in the RFP
- 25.2.2. The Indicative Commercial offers (*submitted physically*) of only those Bidders, who are short-listed after technical evaluation, will be opened & Reverse auction for the commercials will be done of the TCO cost. The Bidder quoting the lowest TCO cost (L1 Bidder) will be selected by the bank & Notification of Award will be issued to the successful bidder.
- 25.2.3. The Bank reserves the right to change any terms and condition of this RFP. The evaluation by the Bank will be undertaken by an appropriate committee of officials formed by Bank and its decision shall be final.

25.3 Evaluation of Commercial Bids

- 25.3.1. The Indicative commercial Bids of the technically qualified bidders (as per the preceding sections of this RFP), will be opened & evaluated by the Purchaser. Subsequently Allahabad Bank shall publish a date for the reverse auction to the technically qualified bidders. The guidelines for the reverse auction are mentioned in Annexure-14.
- 25.3.2. Evaluation of all eligible bidders will be done in Indian Rupees only.
- 25.3.3. The indicative commercial bid may be used for arriving at the ceiling price for the reverse auction. Bids quoting unrealistic prices for any of the solution will be rejected at the discretion of the bank. However Bank at discretion may also decide the starting bid for reverse auction.
- 25.3.4. After the completion of reverse auction, bidder with the lowest commercials will be declared successful L1 bidder after commercial evaluation. The L1 bidder is required to provide the final commercial bid (FCB) with breakup by 5:00 pm next day, matching the reverse auction price for commercial evaluation. Subsequently Bank will award the contract to successful L1 bidder.
- 25.3.5. Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.
- 25.3.6. The Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- 25.3.7. The Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process at any stage. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders

26. PRICE COMPOSITION:

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for SAN Switches & its auxiliary items, keeping in view of scope of RFP, terms & conditions and Technical specifications of the RFP, on a fixed price basis as part of the commercial Bid inclusive of all costs and taxes except GST which shall be paid /reimbursed on actual basis. **The Bank will not pay any other taxes, cost or charges except price quoted in Commercial Bid & its applicable GST.**

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 Contract is awarded.

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. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

29. PLACEMENT OF NOTIFICATION OF AWARD:

Prior to expiration of the period of bid validity, the Purchaser will notify the selected Bidder and issue Notification of Award in writing.

30. SIGNING OF CONTRACT:

30.1 At the same time as the Purchaser notifies the selected Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form (Annexure-17) provided in the RFP, incorporating all agreements between the parties.

30.2 Within **Ten (10) days** of receipt of the Notification of Award, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

30.3 Failure of the selected bidder to comply with the requirement of ITB shall constitute sufficient grounds for the forfeiture of the bid security, in which event the Purchaser at its discretion may award the contract to next ranked bidder.

31. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER:

31.1 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.

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

32. **CANCELLATION OF TENDER PROCESS**

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

Section III
Conditions of Contract (COC)

1. DEFINITIONS:

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

- a) "The Notification of Award" means the order placed upon the selected vendor by Department of Information Technology, Head Office, Kolkata.
- b) "The Purchaser" means Allahabad Bank.
- c) "The Selected Vendor or Bidder" means the individual or firm Selected by the Purchaser for purchase of goods.
- d) "The Goods" means all of the SAN Switches, Structured Cabling material and other related accessories, Which the selected vendor is required to supply to the Purchaser as per the scope of RFP and Notification of Award issued by the Purchaser.
- e) "Services" means services ancillary to the supply of the Goods, such as transportation, insurance and any other incidental services, such as site – preparation, installation, commissioning, provision of technical assistance, training and other obligations of the selected vendor covered under the RFP.
- f) "Day" means calendar day.

2. GOVERNING LANGUAGE :

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

3. APPLICABLE LAW :

The Notification of Award & Contract shall be interpreted in accordance with the laws prevalent in India.

4. PURCHASER'S RIGHT TO VARY QUANTITIES:

The purchaser reserves the right to increase or decrease, the quantity originally specified (*site-wise i.e. DC & DRS*) by up to 15% (rounded off to the next whole number) without any change in price or other terms and conditions.

5. NOTICES :

- 5.1 Any notice given by one party to the other, pursuant to this Notification of Award & 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
Department of Information Technology
Head Office,
2 NS Road, Kolkata- 700001, India

Selected Vendor: Selected through the bidding process

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

6. SELECTED VENDORS INTEGRITY:

The Selected vendor is responsible for and obliged to conduct all activities mentioned under scope of work of the RFP and Notification of Award issued, using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the RFP.

7. SELECTED VENDORS OBLIGATIONS:

7.1 The Selected vendor is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

7.2 The Selected 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 Selected vendor's negligence. The Selected vendor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

7.3 The Selected vendor is responsible for managing the activities of its personnel or sub contract personnel and will hold itself responsible for any misdemeanors.

7.4 The Selected vendor is under obligation to supply goods and services as per the Notification of Award issued and scope of work mentioned in the RFP.

7.5 The Selected vendors will treat as confidential, all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

8. PERFORMANCE SECURITY:

8.1 The successful bidder will have to give Performance Bank Guarantee (as per Annexure-10) for 10% of the TCO Cost of all items. The validity of the Performance Bank Guarantee should be for minimum period of 5 years + 6 months from the date of issue of Notification of Award.

8.2 The Performance Security should be furnished to the Purchaser, who has issued the Notification of Award before release of payment of goods.

8.3 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 Notification of Award in-line with scope of work mentioned in the RFP.

8.4 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 operating in India.

- 8.5 The performance security will be discharged by the Purchaser and returned to the Selected vendor not later than 60 (Sixty) days following the date of completion of the Supplier's performance obligations of five (5) years from the date of acceptance, including warranty and maintenance obligations.

9. PRICES:

The prices once offered must remain firm and must not be subject to escalation during execution of the Notification of Award. 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.

10. DELIVERY AND DOCUMENTS:

- 10.1 Delivery of the goods shall be made by the Selected Vendor within four (4) weeks from the date of issue of Notification of Award at the concerned office of the Purchaser i.e. at DC Mumbai & DRS Lucknow. The goods must be supplied with their original and complete printed documentation.

- 10.2 The Selected vendor, on whom Notification of Award is issued by the Purchaser, will be required to acknowledge and update the status of order to the purchaser within 1(one) week of receipt of order. Non adhering to above may lead to the cancellation of order without further notice.

- 10.3 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.

- 10.4 The Selected Vendor shall provide the following documents to the Purchaser.

Original and three copies of –

- a) The Selected Vendor's invoice showing order number, goods description, serial number/s of goods, quantity, unit price, total amount;
- b) Delivery note, packing list;
- c) Insurance certificate;
- d) Selected Vendor's certificate (Annexure-11) that the delivered goods are brand new in all its components and conform to the technical specifications required by the Purchaser.
- e) Manufacturer's/Selected Vendor's warranty certificate;
- f) Any other document evidencing payment of statutory levies.

11. TERMINATION FOR INSOLVENCY :

The Purchaser may at any time terminate the Notification of Award issued 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.

12. INSURANCE:

12.1 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.

12.2 Should any loss or damage occur, the Selected 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.

13. SPARE PARTS:

13.1 In the event of SAN switches are becoming defective within the warranty period, the bidder would be required to provide a new replacement on same day at no cost. The bidder shall require maintaining sufficient inventory at its location. If the spare parts are not available or difficult to procure or procurement is likely to be delayed for replacement if required, the replacement shall be carry out with state of the art technology equipment of equivalent capacity or higher capacity at no additional cost to Allahabad Bank.

14. LIQUIDATED DAMAGES:

If the Selected Vendor fails to deliver any or all of the Goods within the time period of four (4) weeks from the date of issue of Notification of Award, the Purchaser shall, without prejudice to its other remedies under the Notification of Award issued, deduct from the Order Price, as liquidated damages, a sum equivalent to 0.5% of the order value for each week or part thereof of delay until actual delivery, upto a maximum deduction of 10% of the TCO Cost.

15. STANDARDS :

The Goods supplied in terms of the Notification of Award issued upon the selected vendor by the Purchaser shall conform to the standards mentioned in the Technical Specifications and elsewhere in the RFP.

16. TAXES AND DUTIES:

16.1 The Selected Vendor will be entirely responsible to pay all taxes including corporate tax and income tax, duties, license fees, octroi etc in connection with delivery of goods at site including incidental services and

commissioning. It is the sole responsibility of the selected vendor to arrange/obtain Road Permit, Form32 etc required for delivery of Goods at the site.

16.2 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 Selected 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 Notification of Award shall relieve the Selected Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Selected Vendor in respect of this Notification of Award issued.

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

17. ITEM INSTALLATION:

17.1 The Selected Vendor will promptly install the delivered items at the designated installation sites. The Selected Vendor is responsible for installation, configuration and testing at sites including unpacking of cartons / boxes, assembling etc. The vendor has to ensure safe guard of the delivered items against any damage (rain, theft etc) till the installation is completed.

17.2 The selected Vendor will have to supply and install SAN Switches & its Auxiliary Items, as per the scope of work mentioned in the RFP.

17.3 The Purchaser reserves the right to shift any item delivered by the Selected Vendor from one destination to another at its cost for which the Selected Vendor shall extend all assistance and install the equipment at the new site, at no cost to Bank.

18. TERMS OF PAYMENT:

18.1 Consequent upon its selection, the Selected vendor along with the acceptance letter shall submit the details of the Bank Account (Account Number, Name of the Bank where account is maintained, IFSC Code etc., as required for electronic mode of payment) authenticated by the Authorised signatory. Any change in the above, should immediately be intimated to Bank, duly authenticated by the Authorised Signatory of the selected vendor. The Selected Vendor's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing, as appropriate, the Goods delivered and services performed, the documents submitted and upon fulfilment of other obligations stipulated in the Notification of Award and scope of RFP.

18.2 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days of submission of the invoice/claim, supported by all required documents, by the Selected Vendor.

18.3 Payment will be made to the Selected Vendor in Indian Rupees only.

18.4 Payment of items:

- **Payment on Delivery and installation of Goods:** Payment of 90% shall be made by the Purchaser, who have issued the Notification of Award, on receipt of the specified goods, successful installation and commissioning at the site, as per the scope of work & on submission of the documents specified under COC Clause-10 along with Performance Security pursuant to COC Clause 8.
- **Final Payment:** Payment of balance 10% of the cost of the equipment shall be made by the Purchaser, who has issued the Notification of Award, after one (1) month of successful installation and commissioning at the site.

18.5 Payment Terms of AMC:

- Site-wise AMC cost for the equipments/items shall be paid by the Purchaser on quarterly basis at the end of each quarter, at the agreed rates, subject to satisfactory services rendered during the said period.

19. DELAY IN ADHERING TO THE PROCUREMENT TIMELINES:

19.1 The bidder must strictly adhere to the time schedule, as specified in the RFP & Contract, executed between the purchaser and the bidder, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the purchaser to resort to any or all of the following at sole discretion of the purchaser.

- a) Penalty/Liquidated Damages
- b) Termination of the agreement fully or partly

19.2 The purchaser also reserves right to claim damages for improper or incomplete execution of the assignment.

20. TERMINATION FOR DEFAULT:

20.1 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 :

- 20.1.1 if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the RFP.; or
- 20.1.2 if the Supplier fails to perform any other obligation(s) under the Contract; or.
- 20.1.3 if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

20.2 The event the Purchaser terminates the Contract in whole or in part, pursuant to above Clause 20.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

21. INDEMNITY:

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

22. PUBLICITY:

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

23. FORCE MAJEURE:

The bidder shall not be liable for forfeiture of its performance security or termination for default, if any 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.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

24. TERMINATION FOR CONVENIENCE :

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

25. CHANGE ORDERS:

25.1 The Purchaser may at any time, by written order given to the Selected Vendor, make changes within the general scope of the Notification of Award.

25.2 If any such change causes an increase or decrease in the cost of, or the

time required for, the Selected Vendor's performance of any provisions under the Notification of Award, an equitable adjustment shall be made in the Order Price or delivery schedule, or both, and the Notification of Award shall accordingly be amended. Any claims by the Selected Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Selected Vendor's receipt of the Purchaser's change order.

26. USE OF Notification of Award AND INFORMATION:

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

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

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

27. CONTRACT AMENDMENT:

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

28. ASSIGNMENT:

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

29. CORRUPT OR FRAUDULENT PRACTICES:

As per CVC directives it is required that bidder observes the highest standard of ethics during the selection of bidder and execution of such contracts. In pursuance of this policy;

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

And

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection 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;

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;

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.

30. RESOLUTION OF DISPUTES:

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

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

31. PRIVACY AND SECURITY SAFEGUARDS:

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

Annexure-1 (BID FORM)

To:

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

Having examined the RFP (Ref. No.: **HO/DIT/HW/SAN-Switches/103 dated 11.07.2018**) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver goods in conformity with the said RFP and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

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

If our bid is accepted, we will provide Bank Guarantee of sum equivalent to 10% of the contract price (*TCO Value*) for the due performance of the Contract in the format prescribed by the Bank.

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

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

Until a formal contract is prepared and executed, this bid, together with the bank's written acceptance thereof and bank's notification of award, shall constitute a binding Contract between us.

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

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

Name & Address of Bidder for Single Point of Contact:

.....
.....

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

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

Place: _____

Date: _____

(Signature)

Seal and Signature of Authorized Signatory

(Name & Designation)

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

Annexure-2 (BID SECURITY FORM)

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

To

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

WHEREAS _____ (hereinafter called "the bidder") has submitted its bid for Procurement of SAN Switches & its auxiliary items at DC & DRS for Allahabad Bank in response to Allahabad Bank's Request for Proposal (RFP) No. **Ref. No.: HO/DIT/HW/SAN-Switches/103 dated 11.07.2018** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of the registered office of the Bank situated within the territorial limits of India) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its corporate office at 2, N.S. Road, Kolkata 700001 (hereinafter called "the Purchaser" or "Beneficiary") in the sum of Rs.1,00,000/- (Rupees One Lakh Only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid Form; or
2. If the bidder, having been notified of the acceptance of its bid by the Beneficiary and the bidder during the period of bid validity :
 - (i) fails or refuses to execute the Notification of Award issued; or
 - (ii) fails or refuses to execute the Contract Form; or
 - (iii) fails or refuses to perform, in accordance with the Terms & Conditions of the RFP ;
or
 - (iv) fails or refuses to furnish the Performance Guarantee, in accordance with the Terms & Conditions of the RFP

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

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

Notwithstanding any other term contained herein:

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

Place: SEAL

Code No.

SIGNATURE.

NOTE:

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

ANNEXURE – 3 (BIDDER'S INFORMATION AND PROFILE)

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

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

DECLARATION:

We hereby declare that the information submitted above against RFP Ref. No. **HO/DIT/HW/SAN-SWITCHES/103 DATED 11.07.2018**, is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

Place :

Date:

SIGN & SEAL (Authorized Signatory)

Name:

Designation:

Organization:

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

Annexure 4 (DEVIATION STATEMENT)

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

(A) TECHNICAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

(B) COMMERCIAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

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

Terms & Conditions	Remarks with justification

Except the aforementioned deviations, we agree to all the terms & conditions of the RFP (Ref. No. **HO/DIT/HW/SAN-SWITCHES/103 DATED 11.07.2018**) and confirm that the bid submitted by us is in conformity with Bank’s requirement as stipulated in the said RFP. Further we confirm that we will withdraw all our deviations if unacceptable to the bank, failing which bank has right to reject our bid.

Place _____
 Dated _____

Seal and Signature of Authorized Signatory

Name:
 Designation:
 Organization:

NOTE:

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

Annexure 5 (Performance Statement)

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

Details of orders executed successfully for Supply, Installation & Maintenance of SAN switches in India:

S. No	Name of the Organization	Details of SAN switches provided	Scheduled time limit	Time taken for the supply of SAN switches	Period till San Switches was under maintenance

Place :

Date:

SEAL

(Authorized Signatory)

Name:

Designation:

Organization:

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

Annexure -6 (Credential Letter)
(To be submitted on the letter head of organization)

Date:

To :

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

Sir,

M/s _____ (*Name of the Bidder*) has successfully supplied, Installed & has been maintaining the following items in our organisation:

S. No	Order no and date	Details of San Switch procured (<i>with make & Model</i>)	Quantity
1			
2			

The supply, Installation and maintenance support from the vendor M/s _____ for the aforesaid items is satisfactory.

Place _____

Dated _____

Seal and Signature of Authorized Signatory

Name:

Designation:

Organization:

Email-ID:

Contact Details:

Annexure-7 (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:

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

Certified By:

(Seal & signature of Chartered Accountant)

Name of Chartered Accountant

Seal & Signature of authorized signatory

(For Bidder)

Name of Authorized Signatory of Bidder

Place:

Date:

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

Annexure-8 MANUFACTURER'S AUTHORISATION FORM (MAF)

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

Dated.....

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

Dear Sir,

Sub : MAF for RFP Ref. No HO/DIT/HW/SAN-Switches/103 dated 11.07.2018

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

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

Yours faithfully,

(NAME)

for and on behalf of M/s _____
(Name of Manufacturer/s)

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

Annexure-9 (Commercial Bid)

Ref. No.

Dated

To:

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

Dear Sir,

Commercial Proposal for the San Switches & its auxiliary items
RFP Ref. No. – RFP Ref No: HO/DIT/HW/SAN-Switches/103 dated 11.07.2018

With reference to the above RFP, having examined and understood the instructions, terms and conditions, scope of work etc. of RFP, we hereby submit our Commercial offer for procurement of San Switches & its auxiliary items at DC & DRS of Allahabad Bank, for the entire contract period.

(Amount in Rupees & Exclusive of GST)

Sl No	Item Description	Make & Model	Qty	Unit Cost (With Three Years Warranty)	Total AMC Cost (per year)	Total Cost (For Five Year)
	A	B	C	D	E	$G=(C*D+2*E)$
1	48-port San Switch		4			
2	LC-LC-Fiber cable of 5 Meters		96			
3	LC-LC-Fiber cable of 25 Meters		96			
Total Cost of Ownership (TCO) for the RFP						

Note:

- The above cost includes delivery, installation, insurance and all the other auxiliary items/licenses etc required as per the RFP.
- Further the costs indicated above are final and we, the Bidder, agree to provide the goods & services as detailed in the Bank's "Request for Proposal" for the entire contract period with no additional cost to Bank.

Yours faithfully,

Authorized Signatory

Name:

Designation :

Date:

Company's Stamp / Seal

Annexure-10 (PERFORMANCE SECURITY FORM)

(FORMAT OF BANK GUARANTEE (BG) FOR PERFORMANCE SECURITY)

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

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

WHEREAS _____ (hereinafter called "the bidder") has submitted its bid for Procurement of SAN Switches & its auxiliary items at DC Mumbai & DRS Lucknow of Allahabad Bank in response to Allahabad Bank's Request for Proposal (RFP) No. **HO/DIT/HW/SAN-Switches/103 dated 11.07.2018** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of the registered office of the Bank situated within the territorial limits of India) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK , a body corporate constituted under the Banking Companies(Acquisition and Transfer of Undertaking) Act, 1970 and having its corporate office at 2, N.S. Road, Kolkata 700001 (hereinafter called "the Purchaser" or "Beneficiary") in the sum of ----- (10% of TCO Cost) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents

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

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to 5 years+ 6 months from the date of issue of Notification of Award i.e. up to _____ (mention date of expiry), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

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

Place:

SEAL

Code No.

SIGNATURE

NOTE:

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

Annexure-11 (UNDERTAKING FOR AUTHENTICITY OF ITEMS)

(To be submitted by Successful Bidder)

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

Ref: Your Notification of Award No. _____ Dated _____

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

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

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Date:

Company's Stamp / Seal

ANNEXURE 12 (SELF DECLARATION – Blacklisting/ Defaulter)

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

Sub: Self Declaration – Blacklisting/defaulters
RFP Ref. No. – RFP Ref No: HO/DIT/HW/SAN-Switches/103 dated 11.07.2018

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

We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

ANNEXURE 13 (LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION)

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

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

Sub: LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION

RFP Ref. No. – RFP Ref No: HO/DIT/HW/SAN-Switches/103 dated 11.07.2018

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

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

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

ANNEXURE 14 (BUSINESS RULES FOR REVERSE AUCTION)

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

1. APPLICABILITY:

- 1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2. All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format, as per Annexure-13.
- 1.3. Any vendor not willing to submit such undertaking shall be disqualified for further participation respecting the RFP Process.

2. ELIGIBILITY:

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

3. COMPLIANCE/CONFIRMATION FROM VENDORS:

- 3.1 The vendors participating in Reverse Auction shall submit the following duly signed & signed by the Competent Authority:
 - 3.1.1 Acceptance of Business Rules for Reverse Auction and undertaking (Annexure 13 & 14).
 - 3.1.2 Agreement between service provider and vendor, if requested by service provider/Bank *(This format will be given by the service provider prior to announcement of Reverse Auction.)*
 - 3.1.3 Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in annexure-13.

4. TRAINING:

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

5. TOTAL COST OF OWNERSHIP (TCO):

TCO refers to the aggregate amounts payable by the Bank for transfer of ownership.

- 5.1 TCO shall encompass but not be limited to the following:
 - 5.1.1 Cost of the equipment/ installation etc or services as per RFP.
 - 5.1.2 All existing taxes, duties and levies except GST.
 - 5.1.3 Installation and commissioning charges, if any.
 - 5.1.4 The prices should include the comprehensive onsite warranty maintenance of the equipments covering all components, services, and visits to the concerned offices as specified in the RFP.

- 5.1.5 Transportation and Forwarding charges to respective sites.
- 5.1.6 Training costs for the product/service/equipment if and as defined in RFP.
- 5.1.7 Service Level Agreement (SLA) costs as defined in RFP for applicable period.
- 5.1.8 Facility Management/infrastructure support costs as defined in RFP.
- 5.1.9 Insurance to cover the equipment for and from transit period till installation.

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

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

7. DATE/TIME OF REVERSE AUCTION:

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

8. CONDUCT OF REVERSE AUCTION:

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

9. TRANSPARENCY IN BIDS:

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

10. MASKING OF NAMES:

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

11. START PRICE & DECREMENTAL BID VALUE:

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

12. REVERSE AUCTION PROCESS:

12.1 In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

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

13. EXPENDITURE ON REVERSE AUCTION:

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

14. CHANGES IN BUSINESS RULES:

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

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

14.3 If reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

15. Web Portal and Access

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/mock RA to eligible Bidders etc., and finally conduct of Reverse Auction.
- Bidders will be participating in Reverse Auction event from their own office/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of their internet connectivity (due to any reason what so ever it may be) the service provider or Bank is not responsible.
- In order toward-off such contingent situation,
 - Bidders are advised to make all the necessary arrangements/ alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
 - However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

- Failure of power/internet connectivity at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction.
 - On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.
 - Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
 - For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder (if required), before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.
- Bank nor service provider/auctioneer is not responsible for consequential damages such as no power supply, no internet connectivity, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc. during the reverse auction process.

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

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

17. GRIEVANCES REDRESSAL:

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

18. ERRORS AND OMISSIONS:

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

ANNEXURE 15 (Pre-Bid Query Format)
(To be submitted on the letter head of the Bidder)

RFP Ref. No. – RFP Ref No: HO/DIT/HW/SAN-Switches/103 dated 11.07.2018

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

Annexure-16 (TECHNICAL SPECIFICATION FOR SAN SWITCHES)

Sl. No.	Minimum Technical Specifications Required	Bidder's Response against the technical specification asked	Complied (Yes/No)	Remarks
1	Make & Model of the proposed San switches			
2	Part Code of the proposed San Switches			
3	The SAN Switch should be Fibre Channel based			
4	Should be minimum of 48 ports of at least 8 Gbps speed			
5	Should support port speeds of 2, 4, 8 & 16 Gbps			
6	Should support incremental activation of ports on demand			
7	Should support the following minimum type of ports. E_Port, F_Port, M_Port (Mirror Port), NPIV-enabled N Port			
8	The form factor should not be greater than 1RU			
9	Should support the following minimum media types: SFP+, LC Connector and multiple variants industry standard connectors			
10	The SAN Switch solution with redundant switches should be highly available with no single point of failure			
11	Switch should support non-disruptive code/Firmware upgrade			
12	The switch should support role based administration by allowing different administrator different access rights to switches			
13	Should have Hot Plug Redundant Power Supplies and cooling fans			
14	Should have Auto Sensing of ports			
15	Must support heterogeneous hosts and operating systems			
16	Must have Advance Zoning feature			
17	Must support the offered SAN box and other leading SAN boxes and tape libraries including but not limited to EMC, Hitachi, IBM, HP Oracle etc			
18	Should have centralized monitoring and control features			
19	The Product shall support any combination of Shortwave, Long wave optical media on a single switch. The vendor has to supply all necessary. Components / parts / license to meet the requirements at no extra cost to the Bank.			
20	The SAN Switch should have capability to interface with HBA of different makes and model from multiple OEM, supporting multiple operating systems including but not limited to HP-UX, IBM AIX, Red Hat Linux MS-Windows Solaris etc			
21	Should support the Inter switch link (ISL) & necessary licenses need to be provision as a part of scope.			
22	Integration: Integration to be adequately done with existing SAN switch / SAN Storage / Backup Server / Tape Library / blades.			

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

ANNEXURE 17 (CONTRACT FORM)

Non-Judicial Stamp Paper of appropriate value

CONTRACT NUMBER:

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

WHEREAS the Bank invited bids from reputed organizations for Supply, Installation & maintenance of SAN Switches & its auxiliary items as per the scope of RFP (also called as "goods and services") for a period of Five years and the vendor has agreed to provide & maintain the said SAN Switches and Bank has accepted the bid by the bidder, received in response to request for proposal (RFP) bearing RFP Ref No: HO/DIT/HW/SAN-Switches/103 dated 11.07.2018 at a total cost of INR _____/- (Rupees _____) for 5 years (hereinafter referred as "the contract price"). This cost is inclusive of all the cost & taxes (except GST) for the Goods/ Services/AMC/ATS etc as per the scope of the RFP for 5 Years.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- The RFP Ref. HO/DIT/HW/SAN-Switches/103 dated 11.07.2018 and subsequent addendums etc., floated for Procurement of SAN Switches & its auxiliary items
- The Technical and commercials bids submitted by the bidder and subsequent amendments, if any, made into it as accepted by the bank.
- Bid Form (Annexure-1 to the RFP)
- Scope of work, Service Level Agreements, Payments terms, LD clauses etc. of the RFP & its amendments (if any) are the part of this contract form
- Additional terms or documents, if any.
- The Bank's Notification of Award for the contract

In consideration of the payments to be made by the Bank to the bidder, the vendor hereby covenants with the Bank to provide the goods and services as per the RFP Ref. HO/DIT/HW/SAN-Switches/103 dated 11.07.2018 to remedy defects therein, if any, in conformity in all respects with the provisions of the contract.

The Bank hereby covenants to pay the vendor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Signed, sealed and Delivered by the

Said _____ (For Vendor) in presence of _____

Signed, sealed and Delivered by the

Said _____ (For the Bank) in presence of _____

ANNEXURE-18 (Eligibility Criteria Compliance)

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

To:

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

SUB: RFP for "Procurement of San Switches & its auxiliary items"
 RFP Ref. No. – RFP Ref No: HO/DIT/HW/SAN-Switches/103 dated 11.07.2018

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

Sl. No	Eligibility Criteria Set in the RFP	Documentary Evidence need to be submitted by Bidder to the Bank	Bidder's Response
1	The bidder should be a registered company / firm and should be in existence for a minimum period of 5 (Five) years in India as on 30.06.2018	Copy of Certificate of Incorporation /Partnership Deed to be submitted. <i>(To be submitted as Annexure -19)</i>	
2	The bidder should have annual turnover of at least INR 25 Crores for each of last three financial years i.e. 2015-16, 2016-17 and 2017-18 and should be profit making in each of these years.	<p>A certificate to this effect as per Annexure-7 duly signed by Chartered Accountant and authorized signatory (of the bidder) must be provided.</p> <p>Further Copies of audited balance sheets and Profit & Loss statements for the last three financial years i.e. audited statements for 2015-16, 2016-17 and 2017-18 should be submitted along with the offer.</p> <p>Note: In case Audited Financial statement is not available for the year 2017-18, bidder needs to submit the unaudited financial statement along with Annexure-7 (as mentioned above).</p>	

3	The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company/organization operating in India, during last five years.	Bidder should submit an Undertaking for the referred clause as per Annexure-12	
4	The Original Equipment Manufacturer (OEM) can either bid or bid through their Authorized Partner. In case of Authorized Partner, Manufacture's Authorization Form should be submitted	Manufacturer's Authorization Form should be submitted as per Annexure-8 (<i>In case of authorized Partner</i>)	
5	The bidder should have obtained valid ISO 9001:2008 or higher certification, as on 30.06.2018	Bidder to submit duly signed and stamped Copy of ISO Certificate as Annexure-20	
6	The bidder should have experience of supply, installation and maintenance of minimum of Five(5) nos. of San Switches at the Data centre (DC)/Data Recovery Site (DRS)/Near DR or Similar/equivalent Setup of Bank/Financial Institutions during the period of April-2013 to June 2018. <i>(The supply should be to any organization directly by the bidder, not through any third party / dealer / sub-dealer).</i>	Bidder need to submit the credential letter as per annexure-6, proving its eligibility for the referred clause. In case of non-submission of the credential letter, bidder needs to submit sufficient documentary evidence confirming supply, installation & maintenance of the San Switches to the organization, as per the requirement of the clause.	

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

Place_____

Dated _____

Seal and Signature of Authorized Signatory