



A L L A H A B A D B A N K

**DEPARTMENT OF INFORMATION TECHNOLOGY
HEAD OFFICE
2, NETAJI SUBHAS ROAD,
KOLKATA - 700 001
INDIA**

**Request for Proposal (RFP)
for
Supply, Commissioning and Maintenance
of Firewalls**

REF NO: HO/IT&DB/Network/Security/2018-19/ 109

Dated 20.07.2018

OBJECTIVES

ALLAHABAD BANK a leading Public Sector Bank, having its presence throughout the country, intends to procure Six (6) No. of Firewalls, through an open tendering system.

This document is a Request For Proposal (RFP) from bidders to participate in the Bank's evaluation exercise.

TABLE OF CONTENTS

| SECTION | SUBJECT |
|----------------|---------------------------------------|
| I. | INVITATION FOR BIDS (IFB) |
| II. | INSTRUCTIONS TO BIDDERS (ITB) |
| III. | CONDITIONS OF PROCUREMENT (CP) |
| IV. | SCHEDULE OF REQUIREMENTS |
| V. | CONDITIONS OF CONTRACT |
| VI. | SPECIFICATIONS AND FORMATS |

SECTION-I
INVITATION FOR BIDS (IFB)

REF NO: HO/IT&DB/Network/Security/2018-19/109

DATE: 20.07.2018

1. ALLAHABAD BANK intends to procure Six (06) No. of Firewalls through its Head Office for branches/offices by open tendering system.
2. In this connection, sealed Technical Bid, Sealed Commercial Indicative Bid and Online Commercial Bid (through online Reverse Auction) are invited from eligible bidders for the Supply, Commissioning & Maintenance of the Firewalls.
3. Procurement of the above item vis-à-vis requirements of the Bank, will be done by the Head Office of the Bank from successful vendor. The procurement of items envisages Supply, Installation, Commissioning and Maintenance of the equipment and related software, if any, to be installed at various Branches/Locations.
4. A complete set of Request for Proposal (RFP) may be purchased by any interested bidder, on submission of a written application, in duplicate, from 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. 1,500 (Rs 500.00 extra if to be sent through Post) in the form of Demand Draft or Banker's Cheque drawn in favor of **Allahabad Bank payable at Kolkata**. **Only those bidders, who purchase the RFP in their name, will be eligible for submission of bid.**
5. The RFP can be obtained from the following address during office hours on all working days between 10.00 A.M. to 4.00 P.M. (Monday-Saturday) except 2nd & 4th Saturdays of the month either in person or by posts.

Allahabad Bank
Dept of Information Technology
Head Office
2, Netaji Subhas Road
Kolkata -700001 (West Bengal), INDIA
Phone No - 033- 22420995, 2231 9472

6. The complete RFP have been published at the Bank's website www.allahabadbank.in and is available on the web site for purpose of downloading and application made on such a form shall be considered valid for participating in the tender process.
7. The bidders who have downloaded RFP from **Bank's website www.allahabadbank.in** and want to participate in the bidding process must pay a fee of **Rs.1500/-** in the form of Demand Draft or Bankers Cheque, payable in favour of ALLAHABAD BANK at Kolkata, before or at the last date and time of submission of online technical bid.

The details are as under:

| Sl. No | Item | Details |
|--------|-------------------------------------|---|
| 7.1 | Bid Reference | REF NO: HO/IT&DB/Network/Security/2018-19/109 Dated 20.07.2018 |
| 7.2 | Price of RFP | INR 1,500/- |
| 7.3 | Postal Charges | INR 500/- |
| 7.4 | Date of commencement of sale of RFP | 20.07.2018, 11.00 Hrs IST |
| 7.5 | Date and time for Pre-Bid Meeting | 27.07.2018, 15.00 Hrs IST |
| 7.6 | Last date and time for sale of RFP | 10.08.2018, 12.00 Hrs IST |

| | | |
|------|---|---|
| 7.7 | Last date and time for submission of Bid | 10.08.2018, 13.00 Hrs IST |
| 7.8 | Date and time of opening of Technical-Bid | 10.08.2018, 15.00 Hrs IST |
| 7.9 | Date of opening of commercial bids | To be notified later to the eligible bidders |
| 7.10 | Place of opening of Bids | Allahabad Bank Head Office, Department of Information Technology 2 N.S. Road, Kolkata-700001, India |
| 7.11 | Address for communication | As stated above. Telephone: 091-3322420995/22319472 Fax: 091-33-22106323 Email: hodit.network@allahabadbank.in |

8. The Sealed Technical Bid and Indicative Commercial Bid must be submitted, within the time period specified as above giving full particulars, etc.
9. All bids must be accompanied by a bid security as specified in the RFP and must be delivered at the above office, on or before specified date and time indicated above.
10. Technical Bids will be opened in the presence of the bidder's representatives who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and Indicative Commercial Bids of the technically qualified bidders will be opened in the presence of their representatives on a specified date and time, which will be notified separately. The date of the reverse auction will be notified to the technically qualified Bidders in advance.
11. No further discussion/interface will be granted to bidders whose bids have been disqualified on technical or any other ground declared/established as per terms/conditions of the RFP.
12. Non-attendance at the Bid opening will not be a cause for disqualification of a bidder.
13. Allahabad Bank reserves the right to accept or reject, in part or full, the offers without assigning any reasons whatsoever.

Deputy General Manager (IT)
Allahabad Bank, Head Office,
Kolkata (WB)

Note :1 In the document, 'Bidder' may contextually mean 'Successful Bidder' as well

SECTION - II
INSTRUCTION TO BIDDERS (ITB)

I N D E X

| <u>S.NO.</u> | <u>SUBJECT</u> | <u>Page No.</u> |
|---------------------|-----------------------------------|------------------------|
| 1 | INTRODUCTION | 8 |
| 2 | ELIGIBLE BIDDERS | 8 |
| 3 | TWO BID SYSTEM TENDER | 9 |
| 4 | NON TRANSFERABLE TENDER | 14 |
| 5 | ELIGIBLE GOODS & SERVICES | 14 |
| 6 | MANUFACTURER'S AUTHORISATION FORM | 15 |
| 7 | ALTERNATIVE OFFERS | 15 |
| 8 | ERASURES & ALTERATIONS | 15 |
| 9 | COST OF BIDDING | 15 |
| 10 | CLARIFICATION OF RFP | 15 |
| 11 | PRE-BID MEETING | 15 |
| 12 | AMENDMENT OF RFP | 16 |
| 13 | LANGUAGE OF BID | 16 |
| 14 | BID SECURITY | 16 |
| 15 | FORMAT & SIGNING OF BIDS | 17 |
| 16 | DEADLINE FOR SUBMISSION OF BIDS | 18 |
| 17 | LATE BIDS | 18 |
| 18 | MODIFICATION & WITHDRAWAL OF BIDS | 18 |
| 19 | CLARIFICATION BIDS | 18 |
| 20 | EVALUATION & COMPARISION OF BIDS | 18 |
| 21 | PRICE COMPOSITION | 20 |

| <u>S.NO.</u> | <u>SUBJECT</u> | <u>Page No.</u> |
|---------------------|--|------------------------|
| 22 | CONTACTING THE BANK | 20 |
| 23 | BANK'S RIGHT TO VARY QUANTITY AT THE TIME OF AWARD | 20 |
| 24 | BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS | 20 |
| 25 | NOTIFICATION OF AWARD | 20 |
| 26 | SIGNING OF CONTRACT | 20 |
| 27 | PROCUREMENT OF ITEMS | 21 |
| 28 | NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER | 21 |

INSTRUCTION TO BIDDERS (ITB)

1. INTRODUCTION:

- 1.1 Allahabad Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called “**The Bank**”, which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors and assigns, intends to issue this bid document, hereinafter called **Request for Proposal** or **RFP**, to the vendors to participate in the competitive bidding towards the Project specified as per specifications, terms and conditions in this RFP.
- 1.2 This tender is meant for the exclusive purpose of bidding as per the terms; conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 1.3 The Purchase Order for the items will be placed by the Head Office or designated office of the Bank for the offices/branches under its control, where the items are to be supplied. The Head Office or any designated office of the Bank will be responsible for making the payments for the goods supplied.

2. ELIGIBLE BIDDERS :

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

Eligibility Criteria

| | |
|--|---|
| 2.1 The bidder should have their own office/support centers in two cities viz. Kolkata & Mumbai . | Details of own Offices/Service center as per Annexure-6 |
| 2.2 The bidder should have been operating for a minimum period of 5 years in India as on 31.03.2018 | Certificate of Incorporation/Partnership Deed to be submitted. |
| 2.3 The bidder should have supplied Six (6 No.) Firewall or maintained/ maintaining Six (6 No.) firewall for at least One (01) year to Govt. organizations/PSU/PSB in last Five (5) years. | Performance Statement as per Annexure 4 along with enclosures. |
| 2.4 The bidder should have supplied and maintained firewall of offered make in at least One PSU/PSB/ govt. organization during last three years. | Letter/Certificate from relevant Bank as per Annexure 5 |
| 2.5 The bidder should have annual turnover of at least INR 50 Crores (Fifty Crores Only) for each of last three financial years. | Audited Balance sheets and profit /Loss statements for the financial years, , 2015-16, 2016-17 ,2017-18 along with certificate from the Chartered Accountant as per Annexure-7 |
| 2.6 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 at the time of submission of bid. | Bidder should submit an Undertaking (To be enclosed as Annexure -15) |

| | |
|--|--|
| 2.7 Original Equipment manufacturer (OEM) vendor should have a valid ISO 9001:2000 Quality Certificate. | Documentary evidence in support should be submitted (To be enclosed as Annexure -16) |
| 2.8 The Bidder should be ISO 27001: 2013 complied. | To be enclosed as Annexure -17 |
| <p>2.9 The Bidder should be an OEM or authorized supplier of OEM of the proposed Hardware items along with AMC support.</p> <p>Note:</p> <p>(1) The bidder can be an authorized supplier of an OEM or OEM itself, but both OEM and its authorized supplier cannot bid simultaneously for the same item/product.</p> <p>(2) If a bidder submits a bid on behalf of the OEM, the same bidder cannot submit a bid on behalf of another OEM for the same item/product.</p> <p>(3) OEM warranty part code for next day support needs to be certified for the entire warranty/contract period.</p> | <p>Manufacturer authorization form /certificate signed by the authorized signatory of OEM</p> <p>(Annexure- 10)</p> |

3. BIDDING PROCESS

Two Bid System

Submission of Bid

Bidders are required to submit the Sealed Technical Bid along with the Sealed indicative commercial bid in physical form on or before the last date and time mentioned in RFP, whereas the Commercial Bid will be Online- Reverse Auction, the date for the same will be informed to technically qualified bidders.

3.1 Submission of Technical Bid & Indicative Commercial Bid:

- a) The Bidders shall submit the sealed "Original Technical Bid" and Sealed "Copy Technical Bid" separately. The Bidder shall also submit the Sealed "Original Indicative commercial bid" and Sealed "Copy Indicative commercial bid" along with the technical bid which will be opened after technical evaluation process and only of the technically qualified bidders. If above bids are found not properly sealed in respective inner envelopes, the bid is liable for rejection.
 - i) The two Outer envelopes for each Pack marked as "ORIGINAL TECHNICAL BID" and "COPY TECHNICAL BID" shall be duly marked as "DO NOT OPEN BEFORE _____".
 - ii) The Outer envelopes (Sealed) for pack of indicative commercial bid should be

marked as "ORIGINAL INDICATIVE COMMERCIAL BID" and "COPY INDICATIVE BID".

- iii) In addition to the above marking, each envelope must be super-scribed with the following information -
- RFP Reference Number
 - **RFP for Supply, Commissioning and Maintenance of Firewall.**
 - Name and Address of Bidder

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

- iv) All the inner and outer envelopes shall be addressed to the Bank at the address given below:

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

- v) If the outer envelopes are not sealed and marked as required, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- vi) If envelope earmarked as "Original Bid" is found to contain "copy.....bid", then that bid will be summarily rejected.
- vii) Telex, Cable, Facsimile or E-mail Bids will be rejected.

3.2 Online Commercial Bid (E-tendering - Reverse Auction)

- a) The Bank will adopt Online Commercial Bid process i.e. E-Tendering - Reverse Auction process. The indicative Commercial Bids of the technically qualified bidders would be opened by Bank at a specified dated which will be informed to technically qualified bidders. The quotes contained therein are not for commercial evaluation to determine L1 bidder. The lowest quote obtained through indicative commercial bids may be fixed as start price for the subsequent reverse auction to be carried out. However Bank may decide to fix the start price lower than the lowest indicative quote at its discretion. The reverse auction prices (for evaluation of L1 bidder) and indicative prices quoted by bidders will take into account the following factors:
- i) The Bidder should be willing to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank. Eligible Bidders will be guided by Bank's authorized service provider for this purpose. Bidders should also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorized service provider. The details of e-business rules, processes and procedures are detailed in Annexure -14 Reverse Auction Process.
 - ii) Commercial evaluation of bids to identify L1 bidder would be done based on the quotes obtained through reverse auction - e- tendering and not using indicative commercial bids.

- iii) The technically qualified bidders would be informed in advance regarding the schedule for opening of Indicative Commercial Bid.
- iv) The bidder should possess valid Class III Digital Signature Certificate (Mandatory). (Commercial Bids will not be recorded without Digital Signature Certificate)
- v) If deemed necessary the Bank may ask for the hard copy of the uploaded documents also.

3.3 PREPARATION AND SUBMISSION OF BIDS

- a. The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and Bank must be written in English.
- b. 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. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- c. Any inter-lineation's, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.
- d. Vendor must provide individual and factual replies to specific questions asked in the RFP.
- e. The Technical Bid must NOT contain any price information.
- f. The Technical Bid is further divided into two sections and shall comprise of the following documents -

| Section | Item | Format |
|--|---|---|
| Eligibility Criteria as outlined in Clause 2 of ITB of RFP | All the Annexure, Certificates and Enclosures | Annexure-(4, 5, 6,7,10,15,16,17) and enclosures |
| | | |
| Technical Section | | |
| | Technical Specifications of equipment & relevant Software offered | Annexure-2 |
| | Detailed Technical BOM (Bill of Material) of all the line items (for <i>single unit</i>) | To be submitted as Annexure-19 |
| | Bid Form | Annexure - 1 |
| | Bank Guarantee Towards Bid Security | Annexure - 3 |
| | Deviation statement | Annexure - 11 |
| | Undertaking of Authenticity of Firewall Peripherals and Software | Annexure -12 |
| | Technical documentation Details (Manuals, Brochures, leaflets etc.) | To be enclosed as Annexure-19 |
| | Masked Commercial Bid (without Price Details) | Annexure- 8 |

3.4 OPENING AND EVALUATION OF BIDS

Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

Evaluation Process

a) **Preliminary examination:**

The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid and it may be viewed as a serious violation and the bidder may be debarred from participating in future project apart from resulting.

b) **Technical Evaluation**

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria, supporting documents in respect of Eligibility Criteria and technical information submitted as per technical bid format. The bidder may highlight the noteworthy / superior features of their services/product. The Bank reserves the right to evaluate the bids on technical and functional parameters including witness demos of the system and verify functionalities, etc.

- 19.2 Attendance of all the authorised representatives of the bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.
- 19.3 The following details will be announced at the bid opening -
- a) Bidder's names,
 - b) Bid Modifications or withdrawals
 - c) Technical Details viz. Make & Model etc. (in case of Technical bid opening),
 - d) Bid Prices (in case of Commercial bid opening),
 - e) Presence or absence of Bid Security (in case of Technical bid opening) and such other details as the Bank, at its discretion, may consider appropriate.
- 19.4 Alterations in the bids, if any, made by the bidder would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorised by the executive who has signed the bid.
- 19.5 Wherever any erasing or cutting is observed, the substituted words would be encircled and initialled by the bank officer singly and the fact that such erasing / cutting of the original

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

- 19.6 An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.
- 19.7 Bids and modifications sent 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.
- 19.8 Commercial bids of those bidders who have not been technically qualified will not be opened for further evaluation.

c) **Indicative Commercial Bid - Evaluation**

The envelope containing the Indicative Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. **The Bank will notify the date and time of opening of the Indicative Commercial bids to the technically qualified bidders.** The format for quoting commercial bid set out in **Annexure - 8 - Commercial Format**. The commercial offer should consist of comprehensive Cost for required service. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid. Bank will confirm that the bidder has quoted for all the items/services mentioned in the bid in their indicative commercial bid

- i) **Bid Prices:** The prices should be specified only in "Indicative Commercial Bid" and must not be specified at any other place in the bid document. The quoted prices should include all duties & statutory levies. The bid price should however be exclusive of GST which will be payable at actuals.
- ii) **Revealing of Prices:** The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid, failure to do so make the bid liable to be rejected. Before opening of commercial bid, if price revision is envisaged by the bank, revised commercial bid may be required to be submitted in a separate sealed envelope.
- d) **Bid Currency :** Prices shall be expressed in Indian Rupees only.
- e) **Bid Integrity :** Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of Bank. The bidders shall be deemed to license, and grant all rights to Bank, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/or use the contents of submission as the basis for RFP process.
- f) All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of

attorney showing that the signatory has been duly authorized to sign the tender document.

- g) Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.

h) Final Evaluation

The bank will finalize the L1 Bidder through e-tendering Reverse Auction process. The online reverse auction will be conducted by the Bank or a company who have been authorized in this regard by the Bank. Reverse auction date will be communicated to all short-listed bidders. The E-tendering details are attached as Annexure - Reverse Auction Process.

Technical evaluation will be considered only for technical eligibility. L1 price will be identified based on reverse auction only.

- i) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
- ii) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- iii) Based on the entire evaluation process and the reverse auction, L1 (Lowest Bidder) will be selected.

4 NON-TRANSFERABLE TENDER :

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

5 ELIGIBLE GOODS AND SERVICES :

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

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

6 MANUFACTURER'S AUTHORIZATION FORM :

Bidders other than Original Equipment Manufacturer must submit a letter of authority from their manufacturers (**Annexure - 10**) that they have been authorized to quote on behalf of the manufacturer.

7 ALTERNATIVE OFFERS :

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

8 ERASURES OR ALTERATIONS :

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

9 COST OF BIDDING :

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

10 CLARIFICATION OF RFP :

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

11 PRE-BID MEETING :

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

- 11.2 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. The issues/questions to be raised must be in writing. The Bank 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.
- 11.3 The Bank has no obligation to accept suggestions given by the bidder at the pre-bid meeting. Bidder also cannot claim that he is not a party to the discussions because of his non-attendance.
- 11.4 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 seven days time, prior to the last date for receipt of bids.
- 11.5 Non-attendance at the Pre-bid Meeting will **not** be a cause for disqualification of a bidder.

12. AMENDMENT OF RFP:

- 12.1 Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting or otherwise, shall be made by the Bank exclusively through the issue of an Addendum/ Corrigendum.
- 12.2 At any time prior to the deadline for submission of bids, the Bank, 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.
- 12.3 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.
- 12.4 In case of amendment(s) taking place in the RFP, the Bank at its sole discretion, may extend the deadline for the submission of bids to ensure availability of reasonable time to the prospective bidders for preparing their bids.

13 LANGUAGE OF BID :

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

14 BID SECURITY :

- 14.1 The bidder shall furnish a bid security (as per the Annexure- 3) for Rs.50,000/- (Rupees Fifty Thousand Only), as a part of their bid.

- 14.2 The bid security is required to protect the Bank against risk of bidder's conduct during the period of bid validity.
- 14.3 The bid security shall be denominated in INDIAN RUPEES only and shall be in the form of Bank Guarantee/ Demand Draft , issued by a Scheduled Commercial Bank located in India, as per the format given in **Annexure-3** and should be valid for sixty (60) days, beyond the validity of the bid.
- 14.4 Any bid not secured in accordance with ITB Clause-14.1 and 14.3 above will be rejected by the Bank as non-responsive.
- 14.5 The bid shall remain valid for 180 days after the scheduled date of opening of Technical Bid prescribed by the Bank, in the RFP. Therefore, the bid security will have to be submitted for a period of (180+60) days. **A bid valid for a shorter period shall be rejected by the Bank as non responsive.**
- 14.6 The Bid security shall be forfeited:
- (a) If the Bidder withdraws it's Bid during the period of bid validity specified by the Bidder on the Bid Form;
 - Or
 - (b) In case of successful bidder, if the bidder:
 - (i) fails or refuses to sign the Contract Form;
 - Or
 - (ii) fails or refuses to furnish the Performance Security , in accordance with the Terms & Conditions of the RFP or Contract
- 14.7 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity of the bid and bid security. The request and the responses thereto shall be made in writing or by fax/ email. The bid security provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.
- 14.8 The Bid Security of the unsuccessful bidders will be discharged upon completion of bid-evaluation process. The Successful bidder(s), however will be required to submit the Performance security.

15. FORMAT AND SIGNING OF BID:

- 15.1 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.
- 15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. All pages of the Bid, except for un-amended printed literature shall be initialled by the person or persons signing the bid.

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

16. DEADLINE FOR SUBMISSION OF BIDS :

- 16.1 Bidders must ensure that their Technical Bids are received by the Bank at the address specified under ITB Clause 3.1(d), no later than the time and date specified in the IFB. Further they have to ensure that their Indicative Commercial Bid must be submitted latest by the last date and time of submission of bids. In the event of the specified date for the submission of Bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 16.2 The Bank may, at its discretion, extend the deadline for submission of Bids by amending the RFP in accordance with ITB Clause-12, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. LATE BIDS :

Any bid (Technical or Commercial or both) submitted by the bidder after the deadline for submission of bids prescribed by the Bank, in the RFP will be rejected.

18. MODIFICATION AND WITHDRAWAL OF BIDS :

- 18.1 The Bidder may modify or withdraw its bid after submission of the bid, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank prior to the deadline prescribed for submission of bids.
- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of ITB Clause - 3. 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.
- 18.3 No bid may be modified subsequent to the deadline for submission of Bids.
- 18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security.

19. CLARIFICATIONS OF BIDS :

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

20. EVALUATION AND COMPARISON OF BIDS :

- 20.1 The Bank will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause-22.

20.2 EVALUATION OF TECHNICAL BIDS:

- (a) The Technical Bids opened pursuant to ITB Clause-22 will be evaluated by the Bank on the basis of following criteria -
- (i) Completeness of the Technical bid in all respects and availability of all information/details asked vide ITB Clause-3.7
 - (ii) Point to point conformity of the goods offered, to the Technical specifications provided in the RFP.

20.3 EVALUATION OF COMMERCIAL BIDS :

- (a) The Bids technically qualified pursuant to ITB Clause-23.2 will be commercially evaluated by the Bank.
- (b) Evaluation of all eligible bidders will be done in Indian Rupees only.
- (c) For commercial evaluation, Five years' TCO (initial three years Warranty and two years AMC) in respect of quantity mentioned in schedule of Requirement, will be the basis of comparison amongst the eligible Bidders to rank them, in order to determine the lowest evaluated Bid. For the purpose of evaluation of item-wise TCO of Hardware Items, AMC will be recalculated at the rate of 8% p.a. of the unit cost (cost inclusive of Three year warranty) for those bidders who quote Nil AMC or AMC less than 8% p.a. of the unit cost (cost inclusive of Three year warranty) and the difference will be reduced from the unit cost (cost inclusive of Three year warranty) without changing the item wise TCO (5 years) price of that item. AMC will be calculated at the rate of actual quoted percentage/ value, for those who quote AMC equal to or more than 8% p.a on unit cost (cost inclusive of Three years warranty). This method will be uniformly used, for all the bids to rule out any loading of future AMC cost in the initial price itself, to rationalize and to make comparison process transparent, to arrive at item-wise rationalized TCO for five years through a uniform process and also to ensure that support services are not likely to be impaired during the AMC period, due to unreasonable and very low quotes of AMC, which may give scope for higher initial cost of the equipments.

Example: Bidder1 quoted the price bid (Annexure-9) of Firewall as under:

| Item | No. of Units (A) | Unit Cost (Inclusive of 3 year warranty) (B) | AMC of each Unit (C) | Total Cost of 5 years (3 year warranty and 2 years AMC) $A*(B+C*2)$ |
|----------|---------------------|--|-------------------------|---|
| firewall | 6 | 120 | 4 | 768 |

**Bidder has quoted the unit cost (inclusive of 3 years warranty)*

In above price bid of Bidder1:

- The AMC of firewall i.e. Rs 4/- is less than 8% of Unit Cost (i.e. Rs 120) and hence the AMC will be recalculated and difference will be reduced from the unit Cost.

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

| Item | No. of Units (A) | Unit Cost (Inclusive of 3 year warranty) (B) | AMC of each Unit (C) | Total Cost of 5 years (three year warranty and two years AMC) $A(B+C*2)$ |
|----------|---------------------|--|-------------------------|--|
| Firewall | 6 | 110.34 | 8.82 | 768 |

21. PRICE COMPOSITION:

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis as part of the commercial inclusive of all taxes and levies except GST as mentioned above. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.

22. CONTACTING THE BANK:

- 25.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the bid opening to the time the vendor is selected.
- 25.2 Any effort by a Bidder to Influence the Bank in the Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

23. BANK'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD :

The Bank reserves the right at the time of award of contract to increase or decrease (10% to 15%), the quantity of goods & services originally specified in the Schedule of Requirements without any change in price or other terms and conditions.

24. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

25. NOTIFICATION OF AWARD :

- a. Prior to expiration of the period of bid validity, the Bank will notify the successful Bidder in writing or cable/fax/email, further confirmed in writing by registered letter, that the bidder has been awarded as vendor by the Bank for discrete procurement of standard items.
- b. The notification of award will constitute the basis for formation of the Contract.
- c. Upon notification of award to successful bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause-14.

26. SIGNING OF CONTRACT

- 26.1 At the same time as the Bank notifies the Successful Bidder that its bid has been accepted , the Bank will send the Bidder the Contract Form (Annexure-13), already provided in the RFP), incorporating all agreements between the parties.
- 26.2 Within 10(Ten) days from notification of Award, the successful bidder shall sign and date the contract and return it to the Bank.
- 26.3 Failure of the Bidder to comply with the requirement of ITB clause 26.1 and 26.2 shall constitute sufficient grounds for the forfeiture of the bid security, in which event the Bank at its discretion may select the next ranked bidder.

27. PROCUREMENT OF ITEMS:

- 27.1 The items as specified in schedule of Requirement will be procured by Head Office of the Bank for its respective offices/ departments/ branches. For this purpose, Head Office of the Bank will place orders directly on the successful bidder at the prices of Rate Contract.
- 27.2 The Procurement of items will be governed by “Conditions of Procurement” as given in Section IV of the RFP.

28. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

- 28.1 The Bank 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.
- 28.2 Bank reserves the right to make any changes in the terms and condition of the purchase.
- 28.3 Bank will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

SECTION III
CONDITIONS OF PROCUREMENT (CP)

I N D E X

| SL NO | SUBJECT | PAGE NO |
|-------|---|---------|
| 1. | DEFINITION | 23 |
| 2. | GOVERNING LANGUAGE | 23 |
| 3. | APPLICATION | 23 |
| 4. | STANDARDS | 23 |
| 5. | PERFORMANCE SECURITY | 23 |
| 6. | PRE-DELIVERY INSPECTION AND ACCEPTANCE..... | 24 |
| 7. | PACKING | 25 |
| 8. | DELIVERY AND DOCUMENTS | 26 |
| 9. | INSURANCE | 26 |
| 10. | INCIDENTAL SERVICES | 26 |
| 11. | SPARE PARTS | 27 |
| 12. | WARRANTY & POST WARRANTY MAINTENANCE.... | 27 |
| 13. | PENALTY | 28 |
| 14. | TERMS OF PAYMENT | 28 |
| 15. | PRICES | 29 |
| 16. | CHANGE ORDERS | 29 |
| 17. | DELAYS IN THE VENDORS PERFORMANCE | 29 |
| 18. | LIQUIDATED DAMAGES | 30 |
| 19. | NOTICES | 30 |
| 20. | TAXES AND DUTIES | 30 |
| 21. | SITE PREPARATION | 30 |
| 22. | HARDWARE INSTALLATION | 30 |
| 23. | HARDWARE MAINTENANCE | 31 |
| 24. | TRAINING | 31 |
| 25. | TECHNICAL DOCUMENTATION | 31 |
| 26. | RIGHT TO USE DEFECTIVE GOODS | 31 |
| 27. | ORDER CANCELLATIONS | 31 |
| 28. | GUARANTEES | 32 |
| 29. | PUBLICITY | 32 |

SECTION-III
CONDITIONS OF PROCUREMENT (CP)

1 DEFINITION :

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

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

2 GOVERNING LANGUAGE :

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

3 APPLICATION :

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

4 STANDARDS :

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

5 PERFORMANCE SECURITY :

- a. Within Ten (10) days after the bidders receipt of 'Notification of Award Contract' /Purchase Order, The vendor (on whom 'Notification of Award Contract' /Purchase Order will be placed) by the Bank, will be required to furnish Performance Security to the Bank for an amount of 10% of the order value of the equipment valid up to 60(Sixty) days after the date of completion of Five years (3 year warranty + 2 years AMC) as per terms of the RFP for punctual performance and fulfillment of contract.
- b. The Performance Security should be furnished to the Head Office or **designated office** of the Bank, who has placed the Purchase Order before release of payment of goods.
- c. The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- d. The Bank shall notify the Bidder in writing of its invocation of its right to receive such compensation within fifteen (15) days, indicating the contractual obligation(s) for which the Bidder is in default. Performance guarantee may be invoked if the bidder fails to comply with the performance obligations during the currency of the contract.
- e. 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 (other than Allahabad bank) located in India.
- f. The performance security will be discharged by the Bank and returned to the vendor not later than 30 (Thirty) days following the date of completion of the Supplier's performance obligations, including warranty and maintenance obligations.

6. PRE-DELIVERY INSPECTION & ACCEPTANCE:

- 6.1 The Bank or its representative shall have the right to make Pre-Delivery Inspection and/or Acceptance/Performance Test of the Goods to confirm their conformity to the requirements of the Bank, at no extra cost to the Bank. The inspection and testing will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The Bank shall notify the Vendor in writing of the identity of any representatives retained for these purposes.
- 6.2 The Pre-Delivery Inspection of Goods will be conducted on the premises of the Vendor or its subcontractor(s). All reasonable facilities and assistance, including access to drawings and production data for such inspections shall be furnished by the Vendor to the inspectors at no charge to the Bank. Should any inspected or tested Goods fail to conform to the specifications, the Bank may reject them and the Vendor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Bank.

ACCEPTANCE & TESTING:

- 6.3 The acceptance/performance test will be performed after completion of installation and commissioning of all the machines at the site or installation. Complete equipment including required Software, as specified in the Purchase Order must have been supplied, installed and commissioned properly by the Vendor prior to commencement of the tests. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The acceptance will involve trouble-free operation for seven (07) consecutive days at site. The Vendor will be responsible for setting up and running the acceptance test without any extra cost to the Bank. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to equipment, or any malfunction in the software etc. is expected to occur. The Vendor shall maintain necessary log in respect of the result of the test, to establish to the entire satisfaction of the Bank, the successful completion of the tests specified. An average uptime of 99.50% in case of equipment for the duration of test period shall be considered as acceptable.

- 6.4 In the event of hardware and software failing to pass the acceptance tests, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance tests, failing which the Bank reserves the right to get the equipment replaced by the Vendor at no extra cost to the Bank or to cancel the order and recall all the payments with interest at prevailing MCLR (Marginal Cost of Fund based Lending Rates) from the date of the respective payments till the time of actual receipt of refund.
- 6.5 Successful conduct and conclusion of the acceptance tests for the installed goods & equipment shall also be the sole responsibility and at the cost of the Vendor.
- 6.6 The Bank's right to Accept test and, wherever necessary, reject the Goods after the Goods' arrival at destination, shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.

MANUALS:

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

For Equipment & related software the followings will apply:

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

7. PACKING:

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

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

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

8. DELIVERY AND DOCUMENTS:

8.1 Delivery of the goods shall be made by the Vendor within 4-6 weeks from Receipt of Purchase Order from the concerned office of the Bank. The goods must be supplied with their original and complete printed documentation.

8.2 The vendor, on whom any purchase order will be placed by Head Office of the Bank, will be required to acknowledge and update the status of Purchase order to the Bank within 2 weeks of receipt of order. Non adhering to above may lead to the cancellation of order without further notice.

8.2 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 Bank will in no way be responsible for any Deemed Export benefit that may be available to the Bidder.

9. INSURANCE:

9.1 The goods supplied shall be fully insured by the vendor in Indian Rupees only for an amount equal to 110% of the CIP Destination value of the goods from "warehouse to warehouse (Final Destination)" on "All Risks" basis including War Risks and Strike clauses *valid for a period not less than 3 months after installation and commissioning and issue of acceptance certificate by the Bank* **and no separate charges will be paid by the Bank.**

9.2 Should any loss or damage occur, the Vendor shall -

- a) Initiate and pursue claim till settlement, and
- b) Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

10. INCIDENTAL SERVICES:

The Vendor will be required to provide the following services -

- a) Performance of on-site assembly and start-up of the supplied equipment, operating system & related software.
- b) Installation of the equipments.
- c) Timely and proper maintenance of the supplied Goods.
- d) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment.
- e) Performance or maintenance of the supplied Goods; for a period of five years (3 year Warranty + 2 years AMC), provided that this service shall not relieve the Vendor of any

Warranty obligations.

11. SPARE PARTS:

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

12 WARRANTY AND POST-WARRANTY MAINTENANCE:

WARRANTY:

- 12.1 The vendor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials. The Vendor further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
- 12.2 This warranty shall remain valid for a period of 36 months after the Goods have been delivered to and accepted at the final destination after proper installation and commissioning. Any deviation to the warranty period mentioned above may be liable for rejection of bid.
- 12.3 Free on-site maintenance services shall be provided by the Vendor during the period of warranty.
- 12.4 The Bank shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 12.5 Upon receipt of such notice, the vendor shall, within 4 hours repair or replace the defective goods or parts thereof, without any cost to the Bank.
- 12.6 If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period as specified above, the Bank may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Bank may have against the Vendor under the Contract.
- 12.7 The Vendor must provide the following warranties -
 - a) The equipment proposed is complete in every way.
 - b) The hardware/software specification, capabilities and performance characteristics are as stated in the vendor's proposal and accompanying documentation.
 - c) The Vendor will offer the Bank all technological updates, cost reductions and facilities which are offered to other clients during the contract tenure.
 - d) If during the warranty period, any equipment has a hardware failure on four or more occasions in a quarter, the Vendor shall replace the entire unit or component with another of at least the same quality and performance specifications at no cost to the Bank.
 - e) It may be noted that all the required cables should be provided with the equipment proposed.

POST-WARRANTY MAINTENANCE SERVICE:

- 12.8 The terms for providing post-warranty maintenance including supply of spare parts are detailed in the Standard AMC Agreement format (**Annexure-13**). The post-warranty AMC charges should remain unchanged during the TCO period of 5 years.
- 12.9 After expiry of the warranty period, annual maintenance and repairs of the entire systems will be done by the Vendor and all services available during warranty period will also be made available during post-warranty AMC period.
- 12.10 The maximum response time for maintenance complaint from any of the destination (i.e. Time required for Vendors maintenance engineer to report at the installation site after a request call through telephone/e- mail is made or letter is written) shall not exceed 4 hours.

13. PENALTY :

- 13.1 The maximum permissible downtime for any equipment is 4 hours. In case an item is not usable beyond the maximum permissible downtime, the Vendor will be required to arrange for an immediate replacement of the same by temporary substitute (of equivalent or higher configuration) till it is repaired. Failure to meet the above standards of maintenance will be liable for a penalty of Rs.2000/- for firewall per day per item. The amount of penalty in a year for particular item will be maximum up to 10% of the order value of that item. The amount of penalty will be recovered from maintenance charges payable for subsequent year/previous payments/forthcoming payments/Performance Bank Guarantee held with the Bank.
- 13.2 The Vendor shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of the equipment) once at least in every Six months in addition to the normal maintenance required.

14 TERMS OF PAYMENT:

- 14.1 The Vendor's request(s) for payment shall be made to the Bank in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by documents submitted and upon fulfilment of other obligations stipulated in the Contract.
- 14.2 Payments shall be made promptly by the Bank but in no case later than sixty (60) days of submission of an invoice/claim supported by all required documents by the Vendor.
- 14.3 Payment will be made to the Vendor in Indian Rupees only.
- 14.4 **Payment of Equipments:**
- **Payment on Delivery and installation of Goods:** Site-wise payment of 60% of the cost of equipment shall be made by Head Office or designated office of the Bank, who have placed the purchase order, on receipt of the specified goods.
 - **Final Payment:** Site-wise payment of balance 40% of the cost of the equipment shall be made by Head Office or designated office of the Bank, who have placed the purchase order, after one month of successful installation and commissioning at the site.

PAYMENT OF ANNUAL MAINTENANCE CHARGES:

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

15 PRICES:

- 15.1 The prices once offered must remain firm and must not be subject to escalation during execution of the purchase order. However, the entire benefits/advantages arising out of fall in prices, taxes, duties or any other reason, must be passed on to the Bank without the Bank specifically asking for it.
- 15.2 Prices shall be expressed in Indian Rupees Only. The cost will not depend on any variation in dollar exchange rate/change in tax structure.
- 15.3 Vendor must provide the upgradation to firewall without any additional cost, immediately at the time of release of new version by OEM during the initial period of 5 years.

16 CHANGE ORDERS:

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

17 DELAYS IN THE VENDOR'S PERFORMANCE:

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

delivery obligations shall render the Vendor liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time is agreed upon pursuant to Clause 17.2 without the application of liquidated damages.

18. LIQUIDATED DAMAGES:

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

19. NOTICES:

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

Bank : Head Office who have placed the purchase order.
Vendor : Local Office/Service Centre concerned accepting the purchase order.

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

20. TAXES AND DUTIES:

20.1 The Bidder will be entirely responsible to pay all taxes including Corporate Tax and Income Tax, Duties, License Fees, Octroi, Road Permits etc. in connection with delivery of goods and services at site including incidental services and commissioning.

20.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

21. SITE PREPARATION:

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

22. HARDWARE INSTALLATION:

22.1 The Vendor will promptly install the delivered goods at the designated installation sites. The Vendor is responsible for installation and configuration of systems at sites including unpacking of cartons / boxes, assembling, wiring, cabling between hardware units and connecting to power supplies. The Vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the

hardware at all installation sites.

- 22.2 The Vendor must integrate hardware and software components supplied by them to ensure inter-working of hardware and software. The Vendor will also be responsible to co-operate with the Bank/its bandwidth service provider/its application software vendor, to ensure that the integrated systems are fully functional. The vendor should also coordinate with the aforesaid in case of any configuration change in firewall.
- 22.3 The Bank reserves the right to install third party software/hardware or any other products at the same site.
- 22.4 The Bank reserves the right to shift any equipment delivered by the Vendor from one destination to another at its cost for which the Vendor shall extend all assistance and install the equipment at the new site.

23. HARDWARE MAINTENANCE:

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

24. TRAINING:

For items being procured, the Vendor may be asked to train upon it's installation, the designated end-user (personnel of the Bank) to effectively operate the system. The training shall also cover use of various features of the related H/W or S/W, as the case may be.

25. TECHNICAL DOCUMENTATION:

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

26. RIGHT TO USE DEFECTIVE GOODS :

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

27. ORDER CANCELLATIONS:

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

- 26.1 Delay in delivery and installation of beyond a period of 60 days from the date of purchase order.
- 26.2 Serious discrepancy in hardware noticed during the pre-despatch inspection, if any.
- 26.3 Breach by the Vendor of any terms and conditions of tender.
- 26.4 If the vendor goes into liquidation voluntarily or otherwise.
- 26.5 In addition to the cancellation of purchase order, the Bank reserves the right to forfeit the Security Deposit/Performance guarantee submitted to the Bank by the vendor.

28. GUARANTEES:

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

29 PUBLICITY:

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

SECTION-IV

SCHEDULE OF REQUIREMENTS

1. BRIEF DESCRIPTION :

Supply, Commissioning & Maintenance of Firewalls at various branches/offices of the Bank spread across the country for a TCO period of 5 years which comprises 3 year warranty followed by 2 years Annual maintenance.

Item wise expected quantities to be procured under the proposed procurement -

| Sl No | Item | Quantity Required |
|--------------|-------------|--------------------------|
| 1. | Firewall | 6 |

Commercial Evaluation, as per ITB clause 3.4 will be done based on the above finalized requirements.

2. DESTINATIONS OF DELIVERY :

a. The destinations at which the deliveries are expected shall be informed to the bidder along with PO. The Bank reserves the right at its discretion to add new destination, delete any destination or replace any destination with new destination.

3. DELIVERY SCHEDULE:

3.1 The delivery of the equipments ordered, should be affected within 60 days of placement of purchase order.

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

4. BID SECURITY:

The Bid Security should be in Indian Rupees of **Rs 50,000/- (Rupees Fifty Thousand only)**.

5. Firewalls to be configured and commissioned as per the requirement of the Bank.

6. The Vendor will also be responsible to co-operate & coordinate with the Bank/its bandwidth service provider/its application software vendor, to ensure that the integrated systems are fully functional. The vendor should also coordinate with the aforesaid in case of any configuration change in firewall.

SECTION V

CONDITIONS OF CONTRACT (CC)

I N D E X

| SL NO | SUBJECT | PAGE NO |
|--------------|---|----------------|
| 1. | DEFINITION | 36 |
| 2. | GOVERNING LANGUAGE | 36 |
| 3. | APPLICABLE LAW | 36 |
| 4. | NOTICES | 36 |
| 5. | SUCCESSFUL VENDOR INTEGRITY | 37 |
| 6. | VENDOR OBLIGATION | 37 |
| 7. | USE OF CONTRACT DOCUMENTS AND INFORMATION | 37 |
| 8. | PATENT RIGHTS | 38 |
| 9. | INSPECTION & TESTS | 38 |
| 10. | TERMINATION FOR DEFAULT | 38 |
| 11. | FORCE MAJEURE | 39 |
| 12. | TERMINATION FOR INSOLVENCY | 39 |
| 13. | TERMINATION FOR CONVENIENCE | 39 |
| 14. | RESOLUTION OF DISPUTES | 39 |
| 15. | CONTRACT AMENDMENT | 40 |
| 16. | ASSIGNMENT | 40 |
| 17. | CORRUPT OR FRADULENT PRACTICES | 40 |

SECTION - V

CONDITIONS OF CONTRACT (CC)

1. DEFINITION:

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

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

2. GOVERNING LANGUAGE :

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

3. APPLICABLE LAW :

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

4. NOTICES :

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

Purchaser (Bank): ALLAHABAD BANK, HEAD OFFICE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 2, N S ROAD, KOLKATA-700001

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

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

5. SUCCESSFUL VENDORS INTEGRITY:

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

6. VENDORS OBLIGATIONS:

- 6.1 The vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 6.2 The vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the vendor's negligence. The vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 6.3 The vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- 6.4 The vendor is under obligation to supply goods and services as per the supply orders received.
- 6.5 The vendors will treat as confidential, all data and information about the Bank, 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 Bank.

7. USE OF CONTRACT DOCUMENTS AND INFORMATION :

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

8 PATENT RIGHT :

8.1 The successful Vendors shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad.

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

9 INSPECTIONS AND TESTS :

9.1 The Bank or its representative shall have the right to make Factory inspection and testing of equipment at no extra cost to the Bank to confirm the conformity of the equipments offered to the requirement of the Bank.

9.2 The Pre/Post inspection and testing will be conducted by the Bank, their consultant or any other such person nominated by the Bank at its option. In case, any deviation is found in the equipments during the Pre/Post inspection, the same has to be replaced by the vendor at no extra cost to the Bank.

9.3 The Factory inspection of goods will be conducted on the premises/warehouse of the vendor or its sub contractor(s). All reasonable facilities and assistance, including access to drawings and production data for such inspections shall be furnished by the vendor to the inspectors at no charge to the Bank.

10 TERMINATION FOR DEFAULT :

10.1 The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default of 30 days sent to the Supplier, terminate the Contract in whole or in part:

- a) If the Vendor fails to deliver any or all of the Goods and Services within the time period(s) specified in the Contract, or within any extension thereof granted by the Bank or
- b) If the Vendor fails to perform any other obligation(s) under the Contract.
- c) If the Vendor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

10.2 In the event the Bank terminates the Contract in whole or in part, pursuant to Clause 10.1 above, the Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the supplier shall be liable to the Bank for any excess costs for such similar Goods and/or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

11 FORCE MAJEURE :

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

12 TERMINATION FOR INSOLVENCY :

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

13 TERMINATION FOR CONVENIENCE :

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

14 RESOLUTION OF DISPUTES :

- 14.1 The Bank and the Vendor 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 30 days from the commencement of such informal negotiations, The Bank and the Vendor are unable to resolve amicably a contract disputes, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to Arbitrator duly appointed by mutual consent of parties herein and provisions of the Arbitrator & Conciliation act '1996 shall apply to the reference of Arbitration and award passed by the arbitrator shall be final and binding on both the parties.

15 CONTRACT AMENDMENT :

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

16 ASSIGNMENT :

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

17. CORRUPT OR FRAUDULENT PRACTICES :

- 17.1 As per CVC directives it is required that Bidders/Suppliers/Contractors observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy;
- (ii) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- And
- (iii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank 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 Bank of the benefits of free and open competition.
- 17.2 The Bank will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 17.3 The Bank will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

SECTION VI

SPECIFICATIONS AND FORMATS

| ANNEXURE | SUBJECT | PAGE NO. |
|-----------------|--|-----------------|
| 1 | Bid Form | 41 |
| 2 | Technical Specification of Firewall | 42 |
| 3 | Bid Security Form | 47 |
| 4 | Performance Statement | 49 |
| 5 | Credential letter from Bank/s | 50 |
| 6 | Details of Offices/Service Centres | 51 |
| 7 | Bidder Turnover and Profit | 52 |
| 8 | Price Schedule for Goods and Services | 53 |
| 9 | Performance Security Form | 54 |
| 10 | Manufacturer Authorization Form | 55 |
| 11 | Deviation Statement | 56 |
| 12 | Undertaking of Authenticity for Hardware & Software | 57 |
| 13 | Standard AMC Agreement | 58 |
| 14 | Reverse Auction | 63 |
| 15 | Contract Form | 70 |
| 16 | Compliance Statement | 72 |
| 17 | Letter of Authority for participation in Reverse Auction | 74 |
| 18 | Non - Disclosure Agreement | 75 |

Annexure 1 - BID FORM

Ref. No.:

Date

To

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

Having examined the RFP (Ref. No. **HO/IT&DB/ Network/Security/2018-19/** dated **XX.XX.2018** including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the 6 No.s of "Firewalls" along with the required software and services including commissioning and Maintenance in conformity with the said RFP in accordance with the Schedule of Prices indicated in the Commercial Offer and made part of this bid.

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

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

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

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

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

Address of Bidder for Single Point of Contact:

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

Place:

Date:

Seal & Signature

Authorized Signatory

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

ANNEXURE - 2

TECHNICAL SPECIFICATIONS FOR FIREWALL

Note : All the necessary cables/wires should be provided along with the offered equipments. Cost of the cables/wires should be included with the equipment.

| S.No. | | Features | Remark |
|-------|---------------------------------|--|--------|
| 1 | Hardware and Performance | The appliance should not be more than 2 RU form factor . | |
| 2 | | Firewall should have atleast 10 no. 1 GE RJ45 Copper ports & 4x 1GE SFP interface slots to be available from day one | |
| 3 | | The appliance should be capable of providing Firewall, VPN Services and Next Generation Firewall feature | |
| 4 | | Should have a 64Bit Multi-Core Processor or ASIC based Architecture | |
| 5 | | The platform shall have dedicated interface for out-of bound management | |
| 6 | | Firewall performance should be minimum of 8 Gbps | |
| 7 | | Firewall should be capable of configuring Policies using Command Line (CLI) as a last resort in case of Emergency. | |
| 8 | | Firewall should support atleast 1,800,000 concurrent connections | |
| 9 | | Firewall should support atleast 120,000 new conections per second (cps) | |
| 10 | | Deliver IPS throughput of minimum 5 Gbps | |
| 11 | | Firewall should support atleast 5 virtual system/firewall | |
| 12 | | Should support grouping of physical interfaces into one single logical interface | |
| 13 | | Firewall should support minimum VLANS 1024 | |
| 14 | | The proposed OEM must be in the Leader's or Challenger's in the magic quadrant for Enterprise Network Firewall published by Gartner as per latest 2017 report. | |

| | | | |
|----|--------------------------|---|--|
| | General features | | |
| 15 | | The firewall shall support high availability mode (hot stand-by redundancy) | |
| 16 | | The firewall should support transparent (Layer 2) firewall or routed (Layer 3) firewall Operation | |
| 17 | | There shall be support for IP / User based multiple privilege levels access control | |
| 18 | | It shall support SNMP (Simple Network Management Protocol) v 2.0 and v 3.0. | |
| 19 | | Firewall should support Single Sign On (SSO) | |
| 20 | | Network address translation (NAT) shall be supported so that the private IP addresses of hosts and the structure of an internal network can be concealed by the firewall. | |
| 21 | | Port address translation/Masquerading should be supported. | |
| 22 | | Dynamic Host Configuration Protocol (DHCP) over Virtual Private Network (VPN) shall be supported for dynamic allocation of IP addresses. | |
| 23 | | Point-to-Point Protocol over Ethernet (PPPoE) shall be supported. | |
| 24 | | The firewall shall support a number of routing options and configurations. Routing protocol support shall include static routes, Open Shortest Path First (OSPF), RIPv1/v2 etc. | |
| 25 | | Virtual LAN (VLAN) support, high port density, WAN support and should support link aggregation functionality to group multiple ports as single port. | |
| 26 | | The firewall IP stack shall be IPv6 ready. | |
| | Attack protection | | |
| 27 | | The firewall shall mask the internal network from the external world. | |
| 28 | | The firewall shall provide robust access control capability and be | |

| | | | |
|----|--------------|--|--|
| | | fast in making access control decisions. Access Control shall be done based on criteria such as source, destination IPs, port number, protocol, traffic type, application, date information (day of week, time of day), etc. | |
| 29 | | Multi-layer, stateful, application-based filtering shall be done | |
| 30 | | It shall provide network segmentation features with powerful capabilities that facilitate deploying security for various internal, external and DMZ (Demilitarized Zone) sub-groups on the network, to prevent unauthorized access. | |
| 31 | | Some basic attack protection features listed below but not limited to : | |
| | | a. Maximum no of protections against attacks that exploit weaknesses in the TCP/IP protocol suite | |
| | | b. It shall enable rapid detection of network attacks | |
| | | c. TCP reassembly for fragmented packet protection | |
| | | d. Brute force attack mitigation | |
| | | e. SYN cookie protection , SYN Flood, Half Open Connections and NUL Packets | |
| | | f. Protection against IP spoofing | |
| | | g. Malformed packet protection | |
| | | h. Java blocking, and real-time alerts | |
| 32 | | Firewall should support antimalware capabilities , including antivirus, botnet traffic filter and antispysware | |
| 33 | | Solution should be able to detect and prevent unique communication patterns used by BOTs i.e. information about botnet family | |
| 34 | | The solution should support cloud based sandboxing for file submission & analysis to identify unknown or zero day threats | |
| | NGIPS | | |
| 35 | | The solution should automatically map event to the IP, Geography | |

| | | | |
|----|--------------------------------------|---|--|
| | | information, to the user, system affected | |
| 36 | | The IPS detection methodologies shall consist of Signature based detection using real time updated database & Anomaly based detection that is based on thresholds | |
| 37 | | The proposed system shall support One-arm IDS (sniffer mode) | |
| 38 | | The device shall allow administrators to create Custom IPS signatures | |
| 39 | | Consists of vendor's original threat intelligence and is not overly dependent on information available in the public domain. | |
| 40 | | Is continuously updated with new threat intelligence in an automated fashion | |
| 41 | | Security information is meaningful, comprehensive and freely available to customers and non-customers via a publicly accessible database. | |
| 42 | | Detects and blocks all known, high risk exploits along with their underlying vulnerability | |
| 43 | | Must be capable of performing packet-level forensics and capturing raw packet data in response to individual events | |
| | NGFW Management and Usability | | |
| 44 | | The management platform must be capable of centralized management for all NGFW services/devices. | |
| 45 | | The centralized management platform must be delivered in a seperate appliance | |
| 46 | | The management platform must be accessible via a web-based interface and ideally with no need for additional client software. | |
| 47 | | The management platform must be capable of role-based administration, enabling different sets of views and configuration capabilities for different administrators subsequent to their authentication. | |

| | | | |
|----|-------------------------------|--|--|
| 48 | | The management platform must be capable of automatically/manually receiving updates published by the vendor and automatically distributing and applying those updates to sensors. | |
| 49 | | The management platform must support both internal and external databases/systems for storage of event data, logs, and other system-generated information. | |
| 50 | | The management platform must be capable of logging all administrator activities, both locally and to a remote log server. | |
| 51 | | The centralized management platform must be delivered with minimum 1TB of internal storage & must support management of at least 20 firewall devices | |
| | Reporting and Alerting | | |
| 52 | | The management platform must provide robust reporting capabilities, including a selection of pre-defined reports and the ability for complete customization and generation of new reports. | |
| 53 | | The management platform must provide multiple report output types or formats, such as PDF, HTML, and CSV. | |
| 54 | | The management platform must support multiple mechanisms for issuing alerts (e.g., SNMP, e-mail, SYSLOG). | |
| 55 | NBA | Zero day Threat Protection with on Premises solution catering all the firewalls. | |

Note : All the necessary cables/wires should be provided along with the offered equipments. Cost of the cables/wires should be included with the equipment.

Annexure 3 - Bid Security Form

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

Bank Guarantee No.

Date:

To:

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

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for supply, commissioning and maintenance of 6 No.s of Firewall in response to Allahabad Bank's Request for Proposal (RFP) Ref. No. : HO/IT&DB/Network/Security/2018-19/ dated XX.XX.2018 (hereinafter called "the Bid").

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

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

THE CONDITIONS of this obligation are:

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

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

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

Notwithstanding any other term contained herein

- 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. 50,000/- (Rupees Fifty Thousand only).

Date:

Place : SEAL Code No. SIGNATURE.

NOTE :

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

Annexure - 4

PERFORMANCE STATEMENT FORMAT (FOR A PERIOD OF LAST FIVE YEARS).

REF No.

Name of the Bidder: _____.

| Name and the Full Address of The Purchaser (The Bank) | Order Number and Date | Description and Quantity of ordered items | Value of Order | Date of Completion of delivery | |
|---|-----------------------|---|----------------|--------------------------------|--------|
| | | | | As per order | Actual |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Attach copy of Purchase Orders, Delivery and installation proof of the above mentioned items.

Date:

Seal and Signature of authorized Signatory:

Annexure 5 - Credential Letter from Bank/s

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

Ref No

Date:

To :

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

Sir,

M/s _____ has supplied the below detailed equipments and their maintenance for the period from _____ to _____.

| S.No | Item | Make & Model | Quantity |
|------|----------|--------------|----------|
| 1 | Firewall | | |

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

Place:

Date:

Seal & Signature
(For Bank)

Annexure 6 - Details of Offices/Service Centers

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

Ref No

Date:

To :

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

Sir,

We have permanent offices at the following locations across India.

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

Seal & Signature of Authorized signatory: _____

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 parameters of the bidder Business Results | Annual Turnover (INR) | Profit (INR) |
|--------|---|--|--------------|
| 1 | 2015-16 | | |
| 2 | 2016-17 | | |
| 3 | 2017-18 | | |
| | Only Bidder company / Firm figures need to be mentioned. <i>(Not to include subsidiary, affiliate or group entities figures)</i> | (Mention the above amount in INR only) | |

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

Certified By:

Seal & Signature of authorized signatory

(Chartered Accountant)

(For Bidder)

Place:

Date:

Annexure-8

Price Schedule for Goods and Services

| Sl. No | Description of Item | No. of Units (A) | Unit Cost (Inclusive of Three year warranty) (B) | AMC Cost per year of each unit (C) | Total Cost of 5 years (3 year warranty + 2 years AMC) TCO Period A*(B+ C*2) |
|---|---------------------|---------------------|--|--|---|
| 1 | Firewall | 6 | | | |
| <i>Total Cost of Ownership (TCO) for 5 years.</i> | | | | | |

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

Note:

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

- 2) The bidder has to quote for each line item.

- 3) The Unit and Total Cost should be given in full INR (i.e. without decimal places)

- 4) In case of discrepancy between unit price and Total price, the unit price shall prevail.

Place: _____

Seal & Signature of Authorized signatory Bidder: _____

Date: _____

Annexure-9 PERFORMANCE SECURITY FORM

(BANK GUARANTEE FORMAT)

(ON NON-JUDICIAL STAMP PAPER OF RS 100.00)

Bank Guarantee No.

Date :

To:

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

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

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

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

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

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

Signature and seal of Guarantors.

Date:
Address:

- Note: 1) Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2) Stamp paper is required for the bank guarantees issued by the banks located in India.

Annexure 10 - MANUFACTURER'S AUTHORISATION FORM.

MANUFACTURER'S AUTHORISATION FORM

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

Dear Sir,

Sub: Ref No. : HO/IT&DB/Network/Security/2018-19/ dated XX.XX.2018.

This has reference to your above mentioned RFP regarding “**Supply, Commissioning and Maintenance of Firewalls**”.

M/s..... (Name and address of Agents) is one such reseller. They are in a position to supply the required equipments/items as mentioned in your aforesaid RFP.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for a period of 5 years from the date of submission of this tender.

We also confirm that we will provide all upgrades/updates/patches to software (including management software solution) which are provided by M/s to the bank during the three year product warranty and two year AMC period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the upgrades within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and upgrades.

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

Yours faithfully,

(NAME & DESIGNATION OF AUTHORISED SIGNATORY)

Note: This Letter of authority should be on the letter-head of the manufacturing concern that is authorizing the bidder to bid for their product and should be signed by a authorized person.

Annexure 11 - DEVIATION STATEMENT

(A) TECHNICAL DEVIATION STATEMENT

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

| CLAUSE | DEVIATION | REMARKS with justification |
|--------|-----------|----------------------------|
| | | |
| | | |

(B) COMMERCIAL DEVIATION STATEMENT

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

| CLAUSE | DEVIATION | REMARKS with justification |
|--------|-----------|----------------------------|
| | | |
| | | |

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

| Terms & Conditions | Remarks with justification |
|--------------------|----------------------------|
| | |

Except the aforementioned deviations, we agree to all the terms & conditions of the RFP (Ref. No. **HO/IT&DB/Network/security/2018-19/**__ dated_____) and confirm that the bid submitted by us is in conformity with Bank's requirement as stipulated in the said RFP.

Place _____

Dated _____

Seal and Signature of Authorized Signatory

NOTE:

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

Annexure-12

Undertaking of Authenticity for Supply of Equipments

Sub: Supply of items "Firewall".

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

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

We hereby undertake that all the components/parts/assembly/software's used in the equipments (Firewall) shall be original new components parts/assembly/software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed IOS if asked by you in the purchase order the same shall be supplied along with the authorized license certificate.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

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

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

Signature of Authorized Signatory
Name:
Designation

Annexure - 13

STANDARD AMC AGREEMENT

ALLAHABAD BANK

(Agreement with Vendor for Annual Maintenance)

This agreement made the ----- day of ----- 200_ between Allahabad Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called "**The Bank**", which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors and assigns of the one part

VENDOR M/s _____

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

hereinafter called THE COMPANY which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns of the other part

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

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

1. COMMENCEMENTS AND TERM:

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

2. CHARGES:

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

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

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

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

The AMC charges shall be made promptly by the Bank within one month, from the date to which it relates, subject to the company's satisfactory report(s) from the end users and realizing the invoice. All the prices, terms, warranty and benefits granted by the company herein are comparable to or better than equivalent terms being offered by the company to any of its present customers. If the company shall, during the terms of this agreement, enters into arrangement with any of its customers providing greater benefits or more favourable terms, these agreements shall thereupon be deemed amended to provide the same to Allahabad Bank.

3 REPAIR AND MAINTENANCE SERVICE :

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

- a) The company shall rectify any defects, faults and failures in the equipment and shall repair and replace worn out defective parts of the equipment during bank's normal local; working hours on site. In cases where unserviceable parts of the equipment need replacement, the company shall replace such part(s) at no extra cost to Allahabad Bank with brand new parts or those equivalent to new parts in performance.
- b) The company agrees that special arrangements may be made by Bank to have such maintenance service provided outside the hours specified above in urgent situation for which no additional cost shall be paid.
- c) The company shall provide repair and maintenance service in response to oral, including telephone notice by Bank within **4 hours** (not including holidays) after such intimation during the hours set forth in clause 3.1 (a) above.
- d) The company shall ensure that faults and failures intimated by Bank as above are set right within 24 hours of intimation failing which the equipment concerned will immediately be replaced with equivalent affectability/capability for which no additional expenses are payable to the company.
- e) The company shall ensure that the full configuration of the Equipment is available to Allahabad Bank in proper working condition for 99% of the time in every month.
- f) All repair and maintenance service described herein shall be performed by qualified engineers totally familiar with the equipment.
- g) Any worn/defective parts withdrawn from the equipment replaced by the company shall become the property of the company and the parts replacing the withdrawn parts shall become the property of the Bank.
- h) Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for the equipment similar to that covered by this agreement.
- i) The company shall maintain at Allahabad Bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The company of this log should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.
- j) The company's maintenance personnel shall, subject to clause 7 herein is given access to the equipment when necessary for the purpose of performing the repair and maintenance service indicated in this agreement.
- k) The equipment shall not be shifted to an alternate site and installed there at during the currency of this agreement without prior written notice to the company. However if Allahabad Bank desires to shift the equipment to a new site and install it there at urgently, the company shall be informed of the same immediately. Allahabad Bank shall bear the charges for such shifting and reinstallation

and the company shall provide necessary assistance to Allahabad Bank in doing so. This agreement after such shifting and reinstallation would continue to be binding on the company and Allahabad Bank provided that the two parties may agree to amend charges for the maintenance services after such an event.

- l) Allahabad Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply duct, to within the acceptable limits required for equipment similar to that covered by this agreement.
- m) No term of provision hereof shall be deemed waived and no breach excused unless such as waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or excuse for any other, different or subsequent breach.
- n) If, in any month the company does not fulfil the provisions of clauses 3.1(c, d & f) the proportionate maintenance charges for that month will not be considered payable by Allahabad Bank. In such events the company will credit the proportionate maintenance charges for that month to Allahabad Bank against future payments, if due, or refund the amount forthwith to Allahabad Bank, on demand.

4 PREVENTIVE MAINTENANCE:

- 4.1 The company shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment) once at least in every 90 days in addition to the normal maintenance required as per this agreement.
- 4.2 The company shall maintain at bank's site a written maintenance and repair log, and shall record therein each incident of equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed. The copy of this log should be submitted with the payment bill/invoice to be submitted by the company for payment of AMC Charges.

5 PENALTY:

In case any requirement is not made usable/ repaired within stipulated time specified in clause No. 3.1 (d) the company will be required to arrange for an immediate replacement of the same as detailed in clause No. 3.1 (e) failing which the company will be liable to pay a penalty of Rs 1,000/- for firewall per day which will be realized from the AMC charges payable or from the company directly.

6 FORCE MAJEURE :

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

7 SUBCONTRACTING :

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

8 EQUIPMENT ATTACHMENTS :

Bank shall have the right to make changes and attachments to the equipment, provided such charges or

attachments do not prevent proper maintenance, from being performed, or unreasonably increase the cost of the company of performing repair and maintenance service.

9 SECURITY :

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

10 CONFIDENTIALITY :

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

11 LIABILITY AND INDEMNITIES :

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

12 ARBITRATION :

All disputes and differences of any kind whatever arising out of or in connection with this agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties and the decision of the arbitrator shall be final. Such arbitration is to be governed by the provision of the Arbitration and Conciliation Act,1996 and the place of the Arbitration shall be at Kolkata.

13 TERMINATION :

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

14 GENERAL :

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

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

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

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

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

Signed, Sealed and Delivered by the

Said _____ (For the Bank)

In presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Company)

In presence of _____

Annexure 14 : Reverse Auction Process

General guidelines

The detailed procedure and Business rules for the Reverse auction are as follows:

- The process of conducting the Reverse Auction will be done through M/s Antares Systems Limited.
- Only the technically qualified/short listed bidders will be invited to participate in the Reverse auction process that will be conducted by an Auction company authorized by the Allahabad Bank. Specific rules for this particular event viz., date and time, start price, bid decrement value, duration of event etc. shall be informed by Allahabad Bank, well before the event to the participating short listed bidders.
- The bidders should furnish indicative prices for the project in their Indicative Commercial Bid (ICB) for finalizing the start bid amount for “Reverse auction”.
- The lowest Indicative commercial offer (total cost) or any price decided by the Allahabad Bank will be taken as the starting bid of the Reverse Auction and NOT for deciding the L-1 status. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse Auction process only.
- All participating bidders at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as detailed on the next day before 5 PM at Allahabad Bank, HO, Department of Information Technology, 2nd Floor, 2 N.S. Road , Kolkata - 700001. Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding Allahabad Bank' right to take any other action deemed fit, including claiming damages & “Black Listing” the bidder from participating in future Tenders that would be floated by the Allahabad bank for a period found fit by the Allahabad bank.
- Allahabad bank reserve the right to reject any or all proposals. Similarly, they reserve the right NOT to include any bidder in the final short-list, if found or otherwise proved to have furnished wrong details / documents, at any point of time.
- The Final Commercial Bid should give all relevant price information and should not contradict the Technical Bid and masked commercial bid in any manner.
- The bidder shall indicate on the appropriate Price Schedule, specifying the unit price of the proposed service to be delivered.
- The bidders are advised in their own interest, to quote the best possible offer for each of the item offered at the time of preparing ICB itself. The Indicative Commercial Bid and the final Commercial Bid shall be as per the Commercial Bid format as mentioned in Annexure.

Reverse Auction Business Rules

- The Allahabad Bank proposes to conduct procurement through Online E-Auction subject to terms and conditions & schedule mentioned below:
 - THE URL: - www.tenderwizard.com/abbank
 - Usage of Digital signature is mandatory for participating through this portal.
- SCOPE OF AUCTION: OFFER FOR APPOINTMENT for Supply, Commissioning and Maintenance of Firewalls.

| | |
|--|--|
| Schedule of Program: On-Line Auction Date & Time | Date , Time of Auction Starting & Ending time inclusive of extension time to be informed to the shortlisted vendors by email/ on their given contact |
| Decrement Value | To be informed well before the Reverse Auction. |
| Prior extension time (minutes) | To be informed well before the Reverse Auction. |
| No. of Extensions & Extension time (minutes) | To be informed well before the Reverse Auction. |

Online Auction Platform and Support Services will be provided by:

M/s Antares Systems Limited

For queries on Auction item, eligibility criteria, EMD, etc.:

Contact Persons from Antares Systems Ltd:

| <u>Contact Persons</u> | <u>Mobile No.</u> |
|------------------------|-------------------|
| Mr. Tousik | 09674758724 |
| Mr. Kumar Chandan | 09674758720 |
| Mr. Kushal | 07686913157 |

E- mail:

kumarchandan@antaressystems.com

debrajsaha@antaressystems.com

kushal.b@antaressystems.com

Terms & Conditions of the Online Reverse Auction Definitions

- Buyer: - Buyer referred herein, is the Allahabad Bank as defined in the Section I - IFB of the main RFP document.
- SERVICE PROVIDER: "Antares Systems Ltd" is an e-auction service provider appointed by the Allahabad Bank to facilitate virtual auction. "Antares Systems

Ltd" will only facilitate online auction solution to process Allahabad bank's procurement needs and are considered as third party not particularly interested in the item/s being purchased/sold on behalf of Allahabad bank.

- Bidder - means the party or his authorized representative who has participated in the RFP/ Tender Process/ Reverse Auction, Technically qualified, having valid Digital Certificate, and willing to complying with all the instructions, terms and conditions of RFP.
- All notices to the bidders shall be sent by E-mail, during the process of this auction by Allahabad Bank and /or by the e-Auction service provider.
- All such notices sent by email by Allahabad Bank as well as by e-Auction services provider shall, therefore, be deemed as valid notices. Hence bidders are required to indicate their own corporate e-mail id.
 - The bidders who are qualified for bidding prices of offered products (on the basis of evaluation of their technical offer) shall be required to participate in an electronic reverse auction process to submit their price quotations against the items covered by this tender within a limited time period on the date as announced by Allahabad Bank. Such bidders shall be allowed to participate in the reverse auction using their secured user id & password along with their digital signature to place their best bids during the auction period. The date & time for conducting the reverse auction will be duly communicated to qualified bidders in advance.
 - Reverse auction is the simulation of the manual tendering process on the Internet. i.e., the eligible bidders/contractors can log on to the internet site specified by the Bank, using unique user Id & Password, which will be provided to them by the e Reverse auction service provider appointed by Allahabad Bank and place their price bids on-line. The eligible bidders will be provided training by e Reverse auction service provider on the methodology of submitting the bids online. Instead of a onetime best price bid, the bidders shall now be able to interact and react on the spot to the changing competitive bids, taking advantage of the intrinsic transparency in the whole process.
 - During e-Reverse auction process the bidders can respond on the spot to the price trends and can offer their competitive bids. The logged in bidders will know the prevailing lowest bid at any given point of time but not the identity of the other bidders.
 - The bidders can place their bids from any place for which they need is a desktop computer with a browser interface and good internet connectivity.
 - Suggested system configuration for computers to be used for online bidding:
 - It is suggested that hardware and software of the following specification be used by the bidders for bidding so as to enable them to have better connectivity.
 - Processor Pentium IV and above PC/Laptop with USB Ports
 - Memory minimum 512 MB
 - Operating system
 - Windows XP Professional
 - Windows 2000 Professional
 - Windows Vista Professional
 - Windows 7 Professional
 - Browser: Internet explorer IE 6, 7 & 8
 - UPS: Suitable UPS for uninterrupted power supply.

The Allahabad Bank reserve their right not undertake any responsibility to procure any permission/license etc. in respect of the auction item, if it so desires.

Eligibility of Bidders to participate in Reverse Auction:

- Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Format- Compliance Statement, can only participate in Reverse Auction related to the procurement for which RFP is floated.
- Bidders not submitting the above undertaking or submitting with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- Bidders should ensure that they have valid digital certificate class III (Mandatory for login and submit) well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
- The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
- Undertaking letter for acceptance of Business Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format (Compliance Statement)
- Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

Training:

- Bank will facilitate necessary training to representatives of all eligible Bidders for participation in Reverse Auction either on its own or through the Service Provider for the Reverse Auction.
- All rules & procedure related to Reverse Auction will be explained during the training.
- The Bank/Service Provider may also conduct a 'Mock Reverse Auction' to familiarize the vendor/s with Reverse Auction process.
- Date, Time, Venue etc. of training will be advised at appropriate time.
- Eligible Bidder / his authorized nominee have to attend the training as per the schedule and at the specified venue at his / Bidders own cost.
- No request from the Bidders for change in training schedule and/or venue will be entertained.
- However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.
- Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

Reverse Auction Schedule:

- The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders at least a week prior to the Reverse Auction date.
- Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons therefore.
- Reverse Auction will normally be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.

- During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the reverse auction process / proceed with conventional mode of tendering.

Bidding Currency:

- Bidding will be conducted in Indian Rupees (INR).

Total Cost of Ownership

- TCO refers to aggregate amounts payable by the Bank for transfer of ownership.
- The TCO shall encompass but not limited to following:
 - a) Cost of the equipment / products or services etc.
 - b) Annual Maintenance Charges/ SLA Cost/ATS/SA etc.
- The TCO for the project will be defined by the concerned department in the RFP/Bid Document.
- The L1 bidder is arrived at based on the lowest TCO in reverse auction
- Bank will pay the TCO price to the bidder as per the payment terms defined in RFP/Bid Document

Start Price

- Bidder needs to give their indicative sealed commercial Bid to the Bank.
- Bank shall determine the Start Price for Reverse Auction –
 - on its own and / or
 - Based on the indicative price information of Total Cost of Ownership (TCO) called for separately from each Bidder during conclusion of Technical Evaluation or at appropriate time before commencement of Reverse Auction.
- The start price of an item in online reverse auction is open to all the participating bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any bidder can start bidding, in the online reverse auction, from the decrement price. Please note that the first online bid that comes in the system during the online reverse auction cannot be equal to the auction's start price, and lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

Decremental Bid Value

- The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount.
- Bidder is required to quote his bid price only at a specified decremented value.
- Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.

Web Portal and Access

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- Bidders will be participating in Reverse Auction event from their own office / place of their choice.

Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.

- In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
- In order to ward-off such contingent situation,
 - Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
 - However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
 - Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction.
 - On account of this the time for the auction cannot be extended and B A N K is not responsible for such eventualities.
 - Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
 - For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the Format-Letter of Authority for Participation in Reverse Auction.
- Bank nor service provider / auctioneer is not responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

TRANSPARENCY IN BIDS

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

MASKING OF NAMES

- Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
 - Opening/ Starting Price for the auction
 - Leading / Lowest Bid Price in Auction (only total price)
 - Last Bid Price placed by the respective Bidder.
 - Item Description
 - Time left for the auction
- Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process.
- After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

Finalization of the Successful Bidder

- At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup as per the

RFP immediately within 24 working hours without fail to the Bank and to the Service provider for further proceedings.

- Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of bidder/vendor to conduct business with Bank as per prevailing procedure.
- Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 24 working hours without fail.
- Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future Tenders/ Auctions
- In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Banks standard practice.

Bidder's Obligation:

- Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.
- Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

Change in Business Rules, Terms & Conditions of Reverse Auction

- Any change in the Business Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

GRIEVANCES REDRESSAL:

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

Errors and Omissions

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

Annexure 15- CONTRACT FORM

Non-Judicial Stamp Paper of appropriate value

RFP Ref No.–HO/IT&DB/NETWORK/Security/2018-19/___ Dated.XX.XX.2018

CONTRACT NUMBER:

Allahabad Bank, a body corporate constituted under the banking companies (Acquisition & Transfer of Undertakings) Act 1970 and having its Head Office at 2, Netaji Subhas Road, Kolkata-700001 (hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assignee) of one part and M/s _____ (Name of the Supplier), a Company/a Firm/ duly registered/incorporated _____ Act, having its Registered Office/ Head Office/ Corporate Office at _____ (City & Country of Supplier) (hereinafter referred to as the “the Supplier”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignee) of Other Part.

WHEREAS the Bank is desirous that services related to Supply, Commissioning, Maintenance of firewall and ancillary services should be provided by the service provider viz, _____ (Brief Description of Goods and Services) and has accepted a bid by the service provider for services related to Supply, Commissioning, Maintenance of firewall and ancillary services and ancillary services in the sum of Rs. _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement along-with RFP, viz.:
 - (a) The Bid form and price schedule submitted by the bidder;
 - (b) The scope of Work;
 - (c) The Technical Specifications;
 - (d) The Conditions of Contract; and
 - (e) The Bank’s Notification of Award
 - (f) However, In case of any conflict clauses between this agreement and the RFP or its enclosures, the spirit in the clauses of RFP shall prevail.
3. In consideration of the payments to be made by the Bank to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Bank to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Bank hereby covenants to pay the Supplier 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.
Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under :

| | |
|-------------------|---|
| | Brief Description of Goods and Services |
| | Please Mention |
| | |
| TOTAL VALUE (Rs.) | |

5. DELIVERY SCHEDULE:

(Detail to be given)

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

(Name & Designation) for and on behalf of
Allahabad Bank, One Part (the Bank)

Signed, Sealed and Delivered by the

(Name & Designation) for and on behalf of
Allahabad Bank, One Part (the Supplier)

Witness:

Signature

1. **Name:**

Address:

Signature

2. **Name :**

Address :

Annexure-16

COMPLIANCE STATEMENT

(To be submitted by all the bidders participating in Reverse Auction)

To

Date: -----

The Deputy General Manager -IT
Allahabad Bank,
Head Office,
Dept. of Information Technology,
2nd Floor, 2 N.S. Road,
Kolkata - 700 001,
India

DECLARATION

1 We (Name of the company) hereby confirm having

**Submitted our bid for participating in Bank's RFP Ref.No. HO/IT&DB/Network/Security/2018-19/
Dated: XX.XX.2018 for.....for Allahabad Bank**

**2 We confirm having read and understood the terms and conditions of the RFP as well as the
Procedures relating to the process.**

**3 We hereby undertake and agree to abide by all the terms and conditions stipulated by the
Allahabad Bank in the RFP document including all annexes and the Procedure for Reverse
Auction.**

**4 We shall participate in the on-line auction conducted by M/s. Antares System Ltd (auction
service provider retained by the Bank) and submit our commercial bid. In doing so, we shall
abide by the procedures prescribed for online auction by the auction company.**

**5 We, hereby confirm that we will honor the Bids placed by us during the auction process,
failing which we shall forfeit the EMD and shall be liable for any other consequential action
that may be taken by the Bank including any debarment from participation in future
procurement by the Bank.**

6 We confirm having nominated our representative (Shri /Smt /Ms.....)

designated as.....of our company to participate in the Reverse auction on behalf of the company. We undertake that the company shall be bound by the actions made by him during the Reverse Auction process and thereafter.

- 7 We undertake to submit the confirmation of last bid price by us to the Auction Company/Bank within 24 working hours of the completion of event and any other specific requirement indicated in the RFP.

Signature with company seal Name:-

Company/Organization:-

Designation with in Company / Organization:-

Address of Company /Organization:-

Date:-

Name of Authorized Representative:-

Designation of Authorized Representative:-

Signature of Authorized Representative:-

**Annexure-17 : LETTER OF AUTHORITY FOR
PARTICIPATION IN REVERSE AUCTION**

Date: -----

Allahabad Bank,
Head Office,
Department of Information Technology,
2nd Floor, 2 N.S. Road,
Kolkata - 700 001,
India

We (Name of the company) have Submitted our bid for participating in Bank's RFP Ref. No. HO/IT&DB/Network/Security/2018-19/ Dated: XX.XX.2018 forfor Allahabad Bank.

We confirm having read and understood the terms of RFP as well as the Procedure relating to the Reverse Auction for this RFP process.

As per the terms of RFP and Business rules, we nominate (Shri / Smt/ Ms.....),designated as..... of our company to participate in the Reverse auction, who shall be the sole and single point of contact for any all matters relating to the Reverse Auction.

We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.

Signature with company seal

Name: -

Company/Organization:-

Designation within Company / Organization:-

Address of Company/Organization:-

Date:-

Name of Authorized Representative:-

Designation of Authorized Representative:-

Signature of Authorized Representative:

Annexure-18 Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this the....day of.....20... Between **ALLAHABAD BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at 2,Netaji Subhash Road,Kolkata-700001, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns which term or expression shall, unless repugnant to the context or meaning thereof , be deemed to mean and include all its successors and assigns of the one part.

AND

M/s..... a company registered under the Companies Act 1956, having its registered office at..... Hereinafter called the "Vendor" which term shall wherever the context so require includes its successors and assigns,
WITNESSETH:

WHEREAS

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

M/s has been engaged in the business of setting up & maintaining call centre infrastructure & service for Allahabad bank in complete outsourced model.

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

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

1. Confidential information

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

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

“Receiving Party” means party who receives Confidential Information.

"Disclosing Party" means party who discloses Confidential Information.

2. Use of Confidential Information

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

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

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

3. Exemptions

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

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- Is or becomes publicly known through no unauthorized act of the Receiving party.

- Is rightfully received from a third party without restriction and without breach of this agreement.
- Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

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

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

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

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

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

7. Remedies

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

8. Entire Agreement

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

9. Severability

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

10. Indemnity

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

11. Dispute Resolution Mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the

arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be at Kolkata.

12. Jurisdiction

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

13. Governing Laws

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

14. Authority to Execute the Contract

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

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

SIGNED :

For and on behalf of

BANK

M/s