

Allahabad Bank

Department of Information Technology, Kolkata

Request for Proposal **(RFP)**

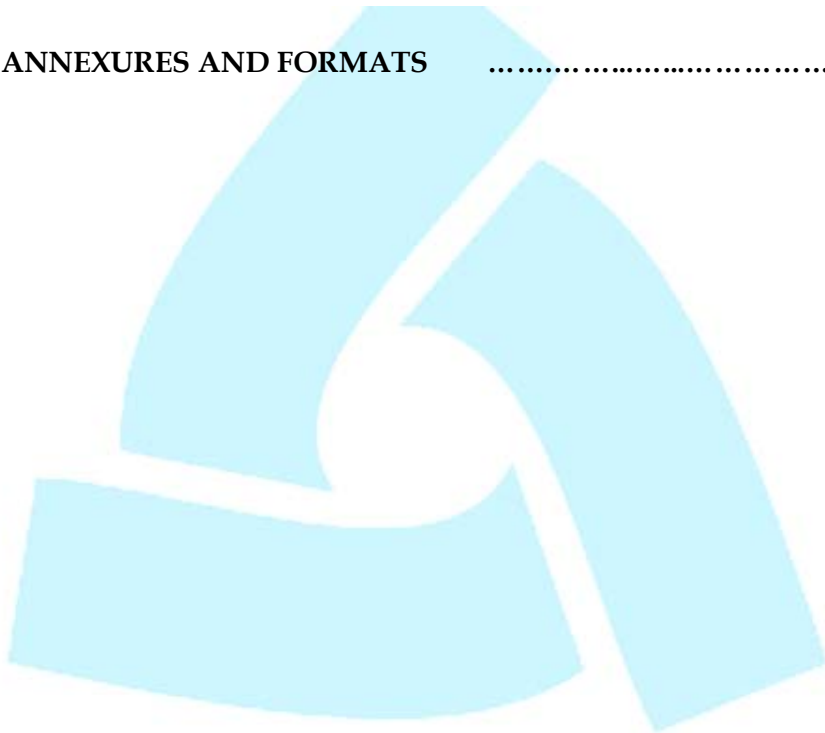
for

*Procurement of Microsoft SQL Server Licenses along
with Software Assurance*

RFP Ref No: HO/DIT/HW/SQL-License/141 dated 26.07.2019

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Section-I

INVITATION FOR BIDS (IFB)

RFP Ref No: HO/DIT/HW/SQL-License/141 dated 26.07.2019

1. Allahabad Bank, leading Public Sector Bank, having its presence throughout the country intends to procure Microsoft Windows SQL Server 2017 Standard Licenses (*down-gradable to Microsoft SQL Server 2016 Standard Licenses*) along with Software Assurance, through open tendering process.
2. A complete set of Request for Proposal (RFP) may be purchased by any interested bidder on submission of a written application, in duplicate, to Allahabad Bank, Head Office, Department of information Technology, 14 India Exchange Place, Kolkata-700 001, India, upon payment of a **non-refundable fee** of Rs.750/- (Rs 500.00 extra if to sent through courier) in the form of Demand Draft, Banker's Cheque or Inter Office Instrument drawn in favor of Allahabad Bank payable at Kolkata. Only those bidders, who purchase the RFP in their name, will be eligible for submission of bid.
3. The RFP can be obtained from the following address during office hours on all working days either in person or by post.

Allahabad Bank
Deptt of Information Technology
Head Office
14 India Exchange Place
Kolkata- 700001 (West Bengal), INDIA

4. The complete RFP have also been published on Bank's official website www.allahabadbank.in as well as on Bank's e-Tendering website www.tenderwizard.com/abbank for the purpose of downloading and application made on such shall be considered valid for participating in the tender process.
5. The bidders who have downloaded RFP from Bank's official website / Bank's e-Tendering website and want to participate in the bidding process must pay a **non-refundable fee** of Rs.750/- in the form of DD/BC/IOI, payable in favour of ALLAHABAD BANK at Kolkata, before the time of submission of bid.
6. The Detailed schedule of the RFP is as under:

Sl. No	Items	Details
6.1	Bid/RFP reference	HO/DIT/HW/SQL-License/141 dated 26.07.2019
6.2	Cost of RFP	INR 750/-
6.3	Courier charges	INR 500/-
6.4	Date of commencement of sale of RFP	26-07-2019, 16:00 Hrs IST
6.5	Last date and time of sale of RFP	08-08-2019,14:00 Hrs IST
6.6	Last date and time for submission of Bids (<i>Technical & Indicative Commercial Bid - in physical form</i>)	08-08-2019, 14:00 Hrs IST
6.7	Date and time of opening of Technical Bids	08-08-2019, 15:00 Hrs IST
6.8	Date and time of opening of Indicative Commercial Bids & conduct of reverse auction process	To be notified later to the technically qualified bidders in due course.
6.9	Address for communication	Allahabad Bank Head Office

		Department of Information Technology 14, India Exchange Place, Kolkata- 700 001, India
6.10	Email Id	<i>hodit.hardware@allahabadbank.in</i>

- 7. Bidder has to submit Technical & Indicative Commercial Bid, in physical form however for the actual Commercial Bid, Bank would do the reverse auction through e-Tendering process**
- 8.** The Original RFP & its addendums (*if any*) needs to be signed and stamped by the Bidder and has to be submitted along with the Bid security on or before the last date & time of submission of technical bid, as mentioned above.
- 9.** Micro and Small Enterprises (MSEs) are exempted from paying the Tender Fee (Cost of the RFP) and Earnest Money deposit amount (Bid Security), for which the concerned enterprise needs to provide necessary documentary evidences (Including Certificate issued in the name of Bidder) in its technical bid along with a declaration as per Annexure-10, duly authorized by Company Secretary/Director of the concerned enterprise. Further for MSEs, other provisions as per guidelines of the Government of India shall also be considered while evaluating the tender/RFP
- 10.** No further discussion / interface will be granted to bidders whose bids have been technically disqualified.
- 11.** Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
- 12.** This RFP is not an offer by the Bank, but an invitation to receive offer from Bidder. No obligation whatsoever shall arise from the tender process unless and until a formal purchase order is issued by the purchaser.
- 13.** Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.
- 14.** This tender is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

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

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

1. INTRODUCTION:

- 1.1 Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called "Purchaser" or "Bank", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this Bid document, hereinafter called Request for Proposal or "RFP", for inviting bids from reputed organizations, hereinafter referred to as 'Bidder' or 'Vendor', for procurement of Microsoft SQL Server 2017 Standard Edition Licenses (down-gradable to Microsoft SQL Server 2016 Edition) along with Software Assurance.
- 1.2 This document is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

2. ELIGIBLE BIDDERS:

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

Eligibility Criteria		
Sl. No.	Eligibility Criteria Set in the RFP	Documentary Evidence need to be submitted by Bidder to the Bank
2.1	The bidder should be a registered company / firm and should be in existence for a minimum period of 3 (Three) years in India as on 30.06.2019	Copy of Certificate of Incorporation /Partnership Deed to be submitted. (To be submitted as Annexure -15)
2.2	The bidder must be a authorized partner of Microsoft	Documentary evidence to be submitted
2.3	The bidder should have annual turnover of at least INR 50 Lakh for each of last three financial years i.e. 2015-16, 2016-17 and 2017-18.	A certificate to this effect as per Annexure-7 duly signed by Chartered Accountant and authorized signatory (of the bidder) must be provided. Further Copies of audited balance sheets and Profit & Loss statements for the last three financial years i.e. audited statements for 2015-16, 2016-17 and 2017-18 should be submitted along with the offer.
2.4	The bidder should have supplied Licenses of Microsoft SQL Server costing to Rs. 10 Lakh or above to schedule commercial Banks in India during last three years	Bidder need to submit the credential letter as per annexure-6, proving its eligibility for the referred clause. In case of non-submission of the credential letter, bidder needs to

	Note: The last three (3) years will be considered from the last date of bid submission.	submit sufficient documentary evidence confirming supply of the licenses to the organization, as per the required clause.
2.5	The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company/organization operating in India, during last three (3) years.	Bidder should submit an Undertaking as per Annexure-11

3. SCOPE OF WORK:

3.1 The Bidder has to supply the perpetual Microsoft Windows SQL Server 2017 Standard Edition Licenses (down-gradable to Microsoft SQL Server 2016 Edition) along with software assurance, as a part of the scope of work, as summarized under:

Item Name	Quantity
[Microsoft SQL Server 2017 Std Edition (Two Core) License with software Assurance of 4 years]	04

In case Microsoft SQL Server 2017 Std Edition licenses are not available in the market, then Bidder can supply the latest version of the SQL Server Standard Edition Licenses with software assurance .

- 3.2 The Licenses should be in the name of Allahabad Bank and should be available for the use across the Bank offices.
- 3.3 Further Bidder has to done the Installation/re-installation, Configuration/re-configuration and Maintenance of the supplied Microsoft Windows SQL Server during the tenure of Four (04) years from the date of delivery of the license.
- 3.4 The patches/updates released by OEM from time to time should be available for life cycle of the product (till declared end of support by the OEM). The Bank will download updates from OEM website. However, the bidder has to provide the patches/updates, which are not on the site or not downloadable from the site for any technical reason.
- 3.5 In Case of any issue reported by the Bank with respect to Microsoft SQL Server deployed, Bidder has to resolve the same in-coordination with the Bank & OEM.

4. COST OF BIDDING:

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

5. CONTENTS OF RFP:

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

- 1) Instruction to Bidders (ITB)

- 2) Conditions of Procurement (COP)
- 3) Annexures/Formats

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

6. AMENDMENT OF RFP:

- 6.1 Any modification of the RFP, which may become necessary shall be made by the Bank exclusively through the issue of an Addendum and will be sent to all prospective bidders who have purchased the RFP.
- 6.2 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment.
- 6.3 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.
- 6.4 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
- 6.5 The Addendum /Corrigendum issued will be sent to all prospective bidders who have purchased the RFP as well as will be published on Bank's Official Website & E-Tendering Website. No other publicity will be provided for the issued Addendum /Corrigendum.

7. LANGUAGE OF BID:

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

8. NON-TRANSFERABLE TENDER :

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

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

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

the specified date and time due to any reason including postal delays or Holidays.

10. Submission of Technical Bid

10.1 The Bidders shall prepare **two copies** of the Technical Bid (*Including Indicative Commercial Bid in Sealed Envelope*) and shall seal the bids in two different envelopes clearly marking each "**Original Technical Bid**" and "**Copy Technical Bid**" as appropriate. Bidder shall then seal both the bids i.e. "Original Technical Bid" and "Copy Technical Bid" in a single envelope which should be marked as "*TECHNICAL BID for Procurement of Microsoft SQL Server Licenses along with software assurance*". In the event of any discrepancy between them, the original shall govern. Original copy of Bid Security should be submitted with the Original Technical Bid. If above bid is found not properly sealed, the bid is liable for rejection.

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

- a) RFP Reference Number
- b) Tender for "Procurement of Microsoft SQL Server Licenses along with Software Assurance"
- c) Name and Address of Bidder

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

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

10.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid and it has to be reported to Bank during the Bid Opening; failing which such erasure/correction will not be acceptable to Bank.

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

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

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

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

10.9 The bidder will also required to submit copy of the RFP and its addendum (if any), duly stamped and signed on each page by the authorized person of the bidder's company.

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

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

10.12 The Technical Bid shall comprise of

Section	Item	Format
Authorization letter for Submission of Bid	Covering letter in Company's letter head duly signed by authorized signatory with name, title and seal	Covering letter along with Copy of Power of attorney to be submitted.
Eligibility Criteria as outlined in the RFP	All the Annexures, Certificates and Enclosures	<i>Microsoft Partnership Certificate, Audited Financial Statements, Annexure-(5,6,8,11,15) and enclosures</i>
Technical Section		
	Bid Form	<i>Annexure-1</i>
	Bank Guarantee Towards Bid Security	<i>Annexure-2</i>
	Deviation statement	<i>Annexure-4</i>
	Performance statement	<i>Annexure-5</i>
	MSME Undertaking (if applicable)	<i>Annexure-10</i>
	Business rules for Reverse Auction	<i>Annexure-13</i>
	Masked Commercial Bid	<i>as per Annexure -9</i>
Others		
RFP and subsequent addendums signed & stamped on every page by the authorized representative of the Bidder		

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

11.1 The prospective Bidders are advised to submit the Indicative Commercial Bid in physical form as per Annexure-9 along with its Technical Bid, duly signed and stamped by the authorized signatory, latest by the last date and time of submission of Bids. The Indicative Commercial Bid should contain the Price Information only and to be submitted strictly as per the format provided in Annexure-9.

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

11.3 Indicative Commercial Bid of only those Bidders will be opened who qualifies in Technical evaluation & subsequently reverse auction will be conducted on the total cost of ownership for all the items mentioned under ITB clause 3.1. After the completion of reverse auction, the L1 bidder is required to provide the final commercial bid (FCB) with breakup by 5:00 pm next day, matching its final reverse auction price for commercial evaluation. The FCB will comprise of the Total cost of Ownership for Bank (TCO). The Bidder shall not add any condition / deviation in the commercial bid. Any such condition / deviation may make the bid liable for disqualification.

11.4 The prospective Bidders are advised to register with the E-Tendering Portal (www.tenderwizard.com/abbank) before the reverse auction process. The

Bidder should also possess valid Class III Digital Signature Certificate which is a Mandatory requirement.

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

<u>Contact Persons</u>	<u>Mobile No.</u>
Mr. Kushal Bose	07686913157
Mr. Tousik Ghosh	09674758724
<u>E-mail:</u> kushal.b@antaressystems.com	
tousik.g@antaressystems.com	

12. PERIOD OF VALIDITY OF BIDS:

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

13. BID SECURITY:

13.1 The Bidder shall furnish a Bid Security (as per Annexure-2) of Rs.50,000/- (*Rupees Fifty Thousand Only*), as a part of their bid.

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

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

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

b) Demand Draft or Banker's Cheque

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

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

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

13.7 The bid security may be forfeited:

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

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

a) fails or refuses to accept the purchase order;

OR

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

OR

- c) fails to submit the performance guarantee, as mentioned in the RFP

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

14. ALTERNATIVE OFFER'S:

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

15. PRICE COMPOSITION:

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

16. DEADLINE FOR SUBMISSION OF BIDS:

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

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

17. MODIFICATION AND WITHDRAWAL FOR BIDS:

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

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

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

17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified in the RFP. Withdrawal of a bid during this interval may result in the forfeiture of the Bid

security submitted by Bidder.

18. LATE BIDS:

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

19. BID OPENING:

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

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

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

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

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

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

20. PRELIMINARY EXAMINATION :

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

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

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

20.4 The Bank, at its discretion, may waive any minor informality, nonconformity

or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all Bidders and Allahabad Bank reserves the rights for such waivers.

- 20.5 Prior to the detailed evaluation, Allahabad Bank will determine the substantial responsiveness of each Bid to the RFP. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the RFP without material deviations. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.6 If a Bid is not substantially responsive, it will be rejected by Allahabad Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. EVALUATION OF BIDS:

21.1 Objective of Evaluation Process

- 23.1.1. The evaluation by Allahabad Bank will be undertaken by an Internal Committee formed by the Bank. The bank may consider recommendations made by External Experts/Consultants on the Evaluation. The decision of the committee shall be final.
- 23.1.2. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the scope of RFP. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. This shall be binding on all Bidders and the Bank's decision in the matter will be final.
- 23.1.3. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.
- 23.1.4. Bank may call for any clarifications/additional particulars on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. The Bidder shall be entrusted with end-to-end responsibility for supply of the items under the scope of this RFP. The Bidder is expected to commit for the delivery of licenses as per the scope defined.
- 23.1.5. The Bank has adopted a two bid process in which the Bidder has to submit (1) Technical Bid (*Including Indicative Commercial Bid*) and (2) Commercial Bid (*as per Reverse Auction*) separately but within the time as

stipulated in the RFP. The Bank shall evaluate the Technical Bids (including Eligibility Criteria, Annexures & other documents) initially. Indicative Commercial Bids of Technically qualified bidder will be opened at a later stage which will be advised to all the technically qualified bidders. Subsequently reverse auction will be conducted for the commercials based on the Total Cost of Ownership (for all items as mentioned under clause 3.1 of ITB).

- 23.1.6. **Adherence to Terms and Conditions**, The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidders, such responses may be disqualified and may not be considered for the selection process.

21.2 Evaluation of Technical Bids

- 23.2.1. The Technical Bids opened will be evaluated by the Bank on the basis of following criteria -
- a) Completeness of the Technical bid (including eligibility criteria, Annexures & related documents) in all respects and availability of all information/details.
 - b) Point to point conformity to the contents and format (including annexures) of the technical bid as listed out in the RFP
- 23.2.2. The Bank reserves the right to change any terms and condition of this RFP. The evaluation by the Bank will be undertaken by an appropriate committee of officials formed by Bank and its decision shall be final.

21.3 Evaluation of Commercial Bids

- 23.3.1. The Indicative commercial Bids of the technically qualified bidders (as per the preceding sections of this RFP), will be opened & evaluated by the Purchaser. Subsequently Allahabad Bank shall publish a date for the reverse auction to the technically qualified bidders. The guidelines for the reverse auction are mentioned in Annexure-13.
- 23.3.2. Evaluation of all eligible bidders will be done in Indian Rupees only.
- 23.3.3. The indicative commercial bid may be used for arriving at the ceiling price for the reverse auction. Bids quoting unrealistic prices for any of the solution will be rejected at the discretion of the bank. However Bank at discretion may also decide the starting bid for reverse auction.
- 23.3.4. After the completion of reverse auction, the L1 bidder is required to provide the final commercial bid (FCB) with breakup by 5:00 pm next day, matching its final reverse auction price for commercial evaluation.. The bidder with the lowest commercials will be declared successful L1 bidder and shall be awarded the purchase order.

23.3.5. Bank reserves the right to negotiate the price with the finally successful bidder before awarding the purchase order.

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

23.3.7. The Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process at any stage. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders

22. CLARIFICATIONS OF BIDS:

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

23. CONTACTING THE PURCHASER :

23.1 No Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the bid opening to the time the Purchase Order is awarded.

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

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

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

25. CANCELLATION OF TENDER PROCESS

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

26. PLACEMENT OF PURCHASE ORDER:

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

26.2 On issuance of the Purchase Order, Bidder need to submit the performance Bank Guarantee from a scheduled commercial Bank, as per Annexure-12 of the RFP, within 15 days of PO issued, amounting 10% of the TCO Cost valid for atleast 4 years + 180 days from the date of purchase order. In case bidder does

not submit the required Performance Bank Guarantee, Bank will forfeit the Bid Security of the Bidder & take suitable action, as deemed fit against the bidder.

- 26.3 Further selected Bidder should also submit the duly signed & sealed Integrity Pact, as per Annexure-11 of the RFP, within 15 days of the PO issued.

27. CORRUPT OR FRAUDULENT PRACTICES:

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

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

And

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

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

Section - III

CONDITIONS OF PROCUREMENT (COP)

1. DEFINITIONS:

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

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

2. PRICES:

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

3. PURCHASER'S RIGHT TO VARY QUANTITIES :

The purchaser reserves the right to exclude the Year-3 & 4 Software Assurance from the purchase order before awarding it to successful bidder. Further purchaser may issue the purchase order for procurement of required no. of licenses in single shot or in lots during the bid validity period.

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

4. DELIVERY OF LICENSES:

- a) The Software Licenses are to be in the name of **Allahabad Bank** and should be available for the use at branches/offices of Allahabad Bank across the country.
- b) The Licenses to be delivered within **7 days** of issuance of Purchase Order.
- c) After delivery of the required licences, Bidder need to submit the following documents for enabling Purchase for Payment:
 - The Supplier should certify that the licenses supplied are legally obtained from Microsoft.

- Confirmation from Microsoft that Licences has been added to the VLSC Site of Microsoft, in the Name of Allahabad Bank, on behalf of the selected vendor
- Selected Vendor's invoice showing purchase order number, goods description, quantity, unit price & total amount along with applicable GST
- Performance bank Guarantee amounting 10% of the TCO Cost valid for atleast 4 years + 180 days for the date of PO issued.

5. **PAYMENT TERMS:**

After delivery of licences as mentioned in purchase order & on submission of the required documents, as mentioned under clause 4 (c) of COP, 100% Payment applicable for the items will be made by the purchaser within 30 days of receipt of the documents in two phases as under:

- Phase-I: Cost of the ordered licenses with 2 years SA (Year 1 & 2)
- Phase-II: Cost of SA for Year-3 & 4, after delivery & submission of renewal document/proof

The payment shall be made only for the actual number of licenses procured

6. **BIDDER'S INTEGRITY :**

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

7. **BIDDER'S OBLIGATIONS:**

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

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

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

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

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

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

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

9. TERMINATION FOR DEFAULT:

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

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

or

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

or

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

10. INDEMNITY:

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

11. PATENT RIGHT

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

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

12. GOVERNING LANGUAGE:

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

13. APPLICABLE LAW:

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

14. PUBLICITY:

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

15. FORCE MAJEURE:

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

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

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

16. USE OF Purchase Order DOCUMENTS AND INFORMATION:

The bidder shall not, without the purchaser's prior written consent, disclose the Purchase Order or any provision thereof or any specification, plan, drawing, pattern or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the bidder in the performance of the Order. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance.

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

17. Purchase Order AMENDMENT:

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

18. ASSIGNMENT:

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

19. PRIVACY AND SECURITY SAFEGUARDS:

The successful bidder shall not publish or disclose in any manner, without the purchaser's prior written consent, the details of any security safeguards designed,

developed, or implemented by the successful bidder under this purchase order or existing at any purchaser location.

20. RESOLUTION OF DISPUTES:

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

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

21. ARBITRATION:

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



Annexure-1 (BID FORM)

TO:

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

Having examined the RFP (*Ref. No.: HO/DIT/HW/SQL-License/141 dated 26.07.2019*) including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver goods in conformity with the said RFP and in accordance with our proposal and total cost indicated in the Commercial Bid and made part of this bid.

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

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

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

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

Name & Address of Bidder for Single Point of Contact:

.....
.....

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

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

Place:

Date:

Seal & Signature
(Authorized Signatory)

Name:

Designation:

Organization:

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

Annexure-2 (BID SECURITY FORM)

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

TO:

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

WHEREAS _____ (hereinafter called "the bidder") has submitted its bid for supplying Microsoft SQL Standard Edition Licenses along with Software Assurance for the use of branches / offices across the country in response to Allahabad Bank's Request for Proposal (RFP) No. **Ref. No.: HO/DIT/HW/SQL-License/141 dated 26.07.2019** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of the registered office of the Bank situated within the territorial limits of India) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK, a body corporate constituted under the Banking Companies(Acquisition and Transfer of Undertaking) Act, 1970 and having its corporate office at 2, N.S. Road, Kolkata 700001 (hereinafter called "Purchaser" or "Beneficiary") in the sum of Rs.50,000/- (Rupees Fifty Thousand Only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents

THE CONDITIONS of this obligation are:

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

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

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

Notwithstanding any other term contained herein:

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

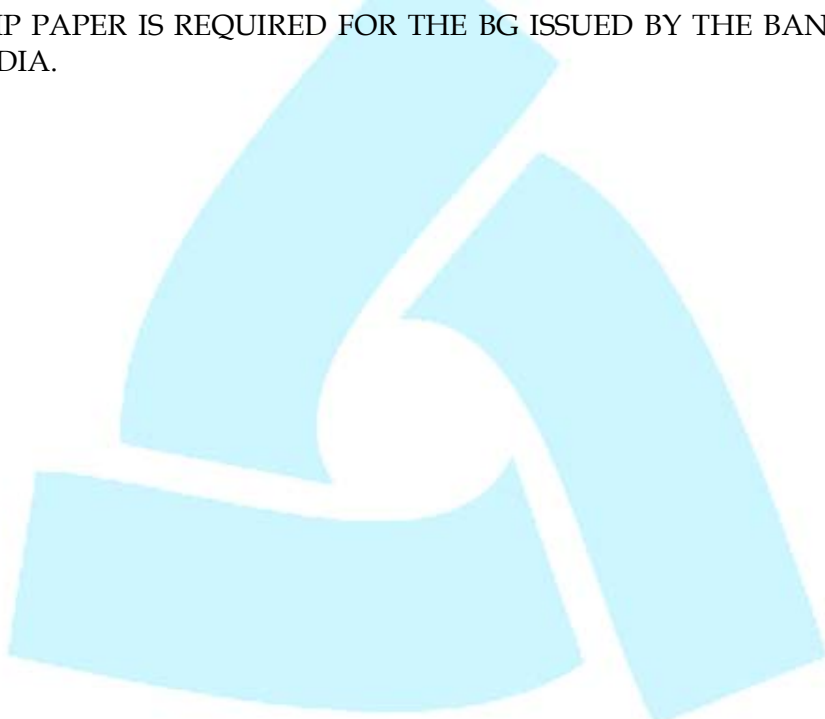
Place: SEAL

Code No.

SIGNATURE.

NOTE:

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



ANNEXURE-3 (DEVIATION STATEMENT)

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

(A) TECHNICAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

(B) COMMERCIAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

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

Terms & Conditions	Remarks with justification

We agree to all the terms & conditions of the RFP (Ref. No. HO/DIT/HW/SQL-License/141 dated 26.07.2019) and request bank to consider the aforementioned deviations. However Bank is not bound to accept any deviation, additional terms and conditions mentioned above and further we confirm that we will withdraw all our deviations if unacceptable to the bank, failing which bank has right to reject our bid.

Place _____

Dated _____

Seal and Signature of Authorized Signatory

Name:

Designation:

Organization:

NOTE:

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

Annexure -4 (Performance Statement)

RFP Ref. No.- HO/DIT/HW/SQL-License/141 dated 26.07.2019

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

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

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

Place _____

Dated _____

Seal and Signature of Authorized Signatory

Name:

Designation:

Organization:

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

Annexure -5 (Credential Letter)
(To be submitted on the letter head of the organization)

To :

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

Sir,

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

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

Place _____

Dated _____

Seal and Signature of Authorized Signatory

Name:

Designation:

Organization:

Email-ID:

Contact Details:

Annexure-6 (Bidder Turnover & Profits)

RFP Ref. No.- HO/DIT/HW/SQL-License/141 dated 26.07.2019

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

Name of the Bidder Company / Firm: _____

Details of turnover and profit for last three years:

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

Certified By:
signatory

(Seal & signature of Chartered Accountant)

Name of Chartered Accountant
Bidder

Seal & Signature of authorized

(For Bidder)

Name of Authorized Signatory of

Place:

Date:

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

Annexure-7 (Commercial Bid)

Ref. No.

Dated

.....

To:

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

Dear Sir,

Commercial Proposal for Procurement of Microsoft SQL Server Licenses along with Software Assurance

RFP Ref. No.- HO/DIT/HW/SQL-License/141 dated 26.07.2019

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

(Amount in Rupees & Exclusive of GST)

Sl No	Item Description	Part Code	Qty	Unit Cost with 2 years SA	Cost of SA for Year-3 & Year-4	Total Cost
	A	B	C	D	E	F=C*(D+E)
1	Microsoft SQL Server 2017 Standard Edition (2 Core licenses)		4			
Total Cost of Ownership (TCO) for the RFP						

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Company's Stamp / Seal

Date:

Annexure-8 (SELF DECLARATION - BLACKLISTING/DEFAULTER)

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

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

Dear Sir,

Sub: Self Declaration - Blacklisting/defaulter

RFP Ref. No.- HO/DIT/HW/SQL-License/141 dated 26.07.2019

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

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

ANNEXURE-9 (BUSINESS RULES FOR REVERSE AUCTION)

RFP Ref. No. - HO/DIT/HW/SQL-License/141 dated 26.07.2019

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

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

1. APPLICABILITY:

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

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

2. ELIGIBILITY:

2.1. Only vendors who are technically qualified (Eligibility, Functional and Technical requirements) in terms of the RFP and who have submitted the prescribed undertaking to the Bank can participate in Reverse Auction relevant to the procurement/services for which RFP is floated.

2.2. Bidders not submitting the prescribed undertaking or submitting the same with deviations/ amendments thereto will be disqualified from further evaluation / participation in the process of relative procurement.

2.3. Bidders should ensure that they have valid digital certificate well in advance to participate in reverse auction. Bank will not be responsible in case Bidder is not able to participate in reverse auction due to non availability of Digital Certificate.

3. COMPLIANCE/CONFIRMATION FROM VENDORS

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

3.1. Acceptance of Business Rules for Reverse Auction (Annexure-18)

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

4. TRAINING:

4.1 The Bank will facilitate mock reverse auction /training for participation in Reverse Auction either on its own or through the e-Tendering vendor to familiarize for the Reverse Auction.

4.2 Any vendor/bidder not participating in training or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

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

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

6. DATE/TIME OF REVERSE AUCTION:

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

7. CONDUCT OF REVERSE AUCTION:

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

8. 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.

9. MASKING OF NAMES:

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

10. START PRICE & DECREMENTAL BID VALUE:

Bank shall determine the start price either on its own or through asking for information of price band on TCO from each vendor at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by vendors, Bank would determine the start price for reverse auction. However bank at its discretion may fix the start price value at its own. The decrement value (i.e. a fixed value by which the bidders will decrease their bid price during auction and every reduction will be in multiple of Decrement Value) shall be fixed within range of 0.25% to 2% of the Ceiling Price (Start Price).

11. REVERSE AUCTION PROCESS:

- 11.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.
- 11.2. In case, minimum one quote is received during the on-line commercial Reverse Auction process, the prices mentioned in indicative commercial bid (in physical form) submitted by the other technically qualified bidders will be treated as their final price during the commercial evaluation. The bidder will be finalized and selected as per laid down guidelines in the RFP/Tender document.
- 11.3. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

12. EXPENDITURE ON REVERSE AUCTION:

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

13. CHANGES IN BUSINESS RULES:

- 13.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by Bank.
- 13.2. Any / all changes made in Business Rules shall be uploaded / communicated to bidder prior to conduct of reverse auction.
- 13.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

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

- 14.1. No bidder shall involve himself or any of his representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.
- 14.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- 14.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, network failure, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such

issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

15. GRIEVANCES REDRESSAL:

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

16. 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.

17. Web Portal and Access

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- Bidders will be participating in Reverse Auction event from their own office/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of their internet connectivity (due to any reason what so ever it may be) the service provider or Bank is not responsible.
- In order toward-off such contingent situation,
 - Bidders are advised to make all the necessary arrangements/ alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
 - However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
 - Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction.
 - On account of this the time for the auction cannot be extended and the bank is not responsible for such eventualities.
 - Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
 - For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction

event (if required). Without this Bidder will not be eligible to participate in the event.

- Bank nor service provider/auctioneer is not responsible for consequential damages such as no power supply, no internet connectivity, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

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



ANNEXURE - 10 (UNDERTAKING FOR MSME BENEFITS)

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

To:

The Chief Manager (IT)
Allahabad Bank, Head Office
Department of Information Technology,
14 India Exchange Place,
Kolkata - 700 001, India

SUB: MSME Benefits for RFP Ref. No. - HO/DIT/HW/SQL-License/141 dated 26.07.2019

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. HO/DIT/HW/SQL-License/141 dated 26.07.2019 floated for Procurement of SQL Server Licenses along with Software Assurance for Allahabad Bank. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exception to MSEs from payment of EMD/Bid Security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

ANNEXURE-11 (INTEGRITY PACT)
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)
RFP Ref No: HO/DIT/HW/SQL-License/141 dated 26.07.2019

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

Preamble

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

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

Section 1 - Commitment of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles>

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitment of the Bidder(s)/ Contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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

Section 3- Disqualification from tender process and exclusion from future contracts

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

the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders I Contractors I Subcontractors

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

Section 7 - Criminal charges against violating Bidder(s) I Contractor(s) I Subcontractor(s)

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance

Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Allahabad Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, ALLAHABAD BANK and recues himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Allahabad Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman Allahabad Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman Allahabad Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it

to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section - 9 - Earnest Money/Security Deposit

Every bidder, while submitting technical bid, shall submit Bank guarantee/Demand Draft/Bankers Cheque of an amount as specified in the RFP as Earnest Money/Security Deposit, with the buyer.

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

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

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

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

Section -10 Sanctions for Violation

Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue. The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any

outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest
- To cancel all or any other Contracts with the Bidder.
- To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.
- The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened

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

Section 11- Fall Clause

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

Section 12 - Pact Duration

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

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

Section 13 - Other provisions

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

(For & On behalf of the Principal) (For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



ANNEXURE-12 (FORMAT FOR PERFORMANCE BANK GUARANTEE)

(ON APPROPRIATE NON-JUDICIAL STAMP PAPER)

Bank Guarantee No.

Date:

The Chief Manager (IT)
Department of Information Technology
Allahabad Bank, Head Office,
14 India Exchange Place ,
Kolkata – 700 001

WHEREAS _____ (hereinafter called "the bidder") has submitted its bid for Supply, Installation and Maintenance of Microsoft SQL Standard Edition Licenses along with Software Assurance for Allahabad Bank in response to Allahabad Bank's Request for Proposal (RFP) Ref. No.: HO/DIT/HW/SQL-Licenses/141 dated: 26.07.2019 (hereinafter called "the Bid").

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

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

THE CONDITIONS of this obligation are:

"If the bidder, having been notified, by the purchaser, as selected for supply, installation & maintenance , during the period of contract (4 years for the date of Purchase Order) fails to supply / provide goods or perform its obligations in accordance with the aforesaid RFP and Contract. "

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

This guarantee will remain in force up to 4 years+ 180 days from the date of issue of Purchase Order i.e. up to _____(mention date of expiry), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

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

Place:

SEAL

Code No.

SIGNATURE

NOTE:

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