



# Allahabad Bank

## Request for Proposal (RFP)

for

**Supply, Commissioning and Maintenance of Dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection (Alternate)**

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**RFP -HO/DIT/NETWORK/ILL/2019-20/132 dated 14.05.2019**

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## Preliminary Information

### About Allahabad Bank

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. Currently it offers a whole range of financial services to Lacs of customers across the nation through its 3000+ branches, besides its Internet banking services and other delivery channels.

Presently the Bank is having a 4 tier structure with Head Office in Kolkata, 7 Field General Manager Offices (FGM), 49 Zonal Offices (ZO) and customer outlets (Branches/ ECs, boutiques/ ATMs / E-lobbys) spread all over the country.

Allahabad Bank had set out to implement CBS in its branches in October 2005.

This Request For Proposal (RFP) document is being issued to the Bidders for Supply, Commissioning and Maintenance of Dedicated (1:1 uncompressed, unfiltered and unshared) Internet links of various bandwidths with scrubbing facility (DDoS protection) [Alternate] from the Internet Service Providers (ISPs) at its Data Center, Navi Mumbai and Disaster Recovery Site (DRS), Lucknow or any other location as per the requirement of the Bank.

The RFP document is neither an offer letter nor a legal contract, but an invitation to the Bidders to provide their technical and commercial proposals for **Supply, Commissioning and Maintenance of "Dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection" (alternate)**. No contractual obligation on behalf of Allahabad Bank whatsoever shall arise until a formal contract is signed and executed by duly authorized officers of the Bank and the successful Bidder.

However, this is a binding document between Bank and Bidders till the notification of award of the contract and between the Bank and the successful Bidder<sup>1</sup> till a contract is signed.

While, this section is a Preface to the entire document, the following sections are meaningfully segregated for better understanding of the document. The section headings or any other headings do not have any contractual sequence and the submission of responses should be based on total understanding of the document.

The responses should be comprehensive enough to cover the requirements envisaged in the document and all supporting Annexure. The Bidder is advised to consult the RFP document and all supporting Annexure to arrive at a solution to be proposed to the Bank, and in developing technical and commercial responses.

Chief Manager (IT)

Allahabad Bank,  
Head Office, Kolkata

## SECTION - I

## Invitation for Bids

**1. Introduction & Tender Information**

- 1.1 ALLAHABAD BANK (hereinafter referred to as 'Bank') had started CBS implementation in year 2006 and presently has a network of 3000+ branches and associated Extension Counters (ECs), all Field General Manager Offices, All Zonal Offices (ZOs), Head Office (HO), Training Centers and certain other offices under CBS.
- 1.2 Presently, the Bank is having Dedicated (1:1 uncompressed, unfiltered and unshared) Internet links of Bharti Airtel Limited with scrubbing facility (DDoS protection) at its Data Center, Navi Mumbai and Disaster Recovery Site (DRS), Lucknow.
- 1.3 The Bank invites bids from reputed Internet Service Providers (ISPs) for Supply, Commissioning and Maintenance of alternate Dedicated (1:1 uncompressed, unfiltered and unshared) Internet links of various bandwidths (from different POPs for redundancy) with scrubbing facility (DDoS protection) at its Data Center, Navi Mumbai and Disaster Recovery Site (DRS), Lucknow or any other location as required by the Bank.
- 1.4 Interested bidders may obtain further information from the Office of Allahabad Bank, Head Office, Department of Information Technology, 2, Netaji Subhash Road, Kolkata - 700 001, India.
- 1.4 A complete set of Request for Proposal (RFP) may be purchased by any interested bidder on the submission of a written application, in duplicate, from Allahabad Bank, Head Office, 2nd Floor, Department of Information Technology, 2, Netaji Subhash Road, Kolkata - 700 001, India upon payment of non-refundable fee of Rs. 5000/- (INR five Thousand only in the form of Demand Draft or Banker's Cheque in favor of Allahabad Bank payable at Kolkata). The bidders who purchase the RFP in their names only are eligible for submission of bid.
- 1.5 The RFP may be obtained from the above address during office hours on all working days either in person or by post. A complete set of RFP can also be downloaded from Bank's official website [www.allahabadbank.in](http://www.allahabadbank.in). The bidder who has downloaded the RFP from above website, is required to submit a non-refundable fee of Rs. 5,000/= (INR Five Thousand only) in the form of Demand Draft or Banker's Cheque in favor of Allahabad Bank payable at Kolkata, during office hours within the last date and time of submission of bid, failing of which the bid of the concerned bidder will not be entertained. The hard copy of this document (RFP) procured from the bank only, will be treated as authenticate copy for all purposes.
- 1.6 This tender is not transferable. Only the bidders who have officially purchased this tender document shall be entitled to quote subject to their fulfilling the eligibility criteria.

The details are as under:

*Table 1.1 RFP Procurement and Bid Submission Information*

S.No.	Particulars	Details
1.6.1	Bid reference	HO/DIT/NETWORK/ ILL/2019-20/132 Dated 14.05.2019
1.6.2	Price of RFP	Rs. 5,000/-
1.6.3	Courier Charges	Rs. 500/-
1.6.4	Date of commencement of sale of RFP	14.05.2019 11:00 A.M.

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1.6.5	Date and time for Pre-Bid Meeting	20.05.2019, 12:00 Hours IST
1.6.6	Last Date and time for sale of RFP	28.05.2019, 12:00 Hours IST
1.6.7	Last Date and time for Receipt/Submission of Bid	28.05.2019, 13:00 Hours IST
1.6.8	Date and Time of Opening of Technical Bids	28.05.2019, 13:00 Hours IST
1.6.9	Date and Time of Opening of Commercial Bids	To be notified later to the eligible bidders
1.6.10	Place of submission & opening of Bids	Allahabad Bank Head Office, Department of Information Technology, 2, Netaji Subhash Road, Kolkata - 700 001 , India
1.6.11	Address for Communication	Same As Above Tel : 091-033-22420995 / 2231 9472 Fax : 091-033-2210 6323 Email : <a href="mailto:hodit.network@allahabadbank.in">hodit.network@allahabadbank.in</a>

- 1.7 The sealed Technical Bid must be submitted, within the time specified as above giving full particulars etc. at the Bank's address as mentioned above and On-line Commercial Bid to be uploaded within the specified time above for the Receipt/submission of the Bid .
- 1.8 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.
- 1.9 Technical Bids will be opened in the presence of the bidders' representatives who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and the Commercial Bids of qualified bidders will be opened/downloaded in the presence of the technically qualified bidders' representatives on separate date and time which will be notified separately.
- 1.10 No further discussion/ interface will be granted to bidders whose bids have been disqualified.
- 1.11 Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

Chief Manager (IT)  
 Allahabad Bank, Head Office, Kolkata

\*The terms 'ISP' and 'Bidder' are used interchangeably in this document.

## Section - II

### Instructions to Bidders

#### 1. Introduction

1.1 Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called "The Purchaser", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called Request for Proposal or RFP, to the Bidders 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 services/items will be placed by the Head Office or any other designated offices of the Purchaser for the locations where the services/items are to be commissioned. The Head Office of the Purchaser will be responsible for making the payments for the services/items supplied.

#### 2. Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S.No.	Eligibility Criteria	Response(Yes/No) Documents to be submitted
1	The bidder must be an Indian firm/ company / organization registered under Companies Act. And should be operating in India for at least 5 Years as on 31st March 2019. The bidder/ISP must be a Tier -I provider and Category-A (class-A)/ UASL ISP license holder from DoT, Government of India. The ISP should produce the validity of TRAI license with documentary proof and DOT license to operate International gateways.	Copy of the Certificate of Incorporation & Necessary Documents to be submitted
2	The bidder should be a Telecom Service Provider and should have a valid Indian Government License to provide National Long Distance services in India. The validity of the license should be at least for the duration of the contract period.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal.
3	The ISP should have its own International Internet Gateway. The bidder should be a member of National Internet Exchange of India (NIXI) and shall be peering (IPv4 and IPv6) with NIXI (at least two locations).	Necessary undertaking/document to be submitted



	(In the absence of International Internet Gateway, the bidder/vendor should have valid agreement with the International Internet Gateway) up to the last date of the provided internet link period.	
4	The bidder must possess valid certification such as ISO 27001 and ISO 9001 and preferably TL 9001.	Copies of the certificate to be provided
5	The ISP should have successfully commissioned and maintained or maintaining a minimum of one Internet Link with DDOS /Scrubbing facilities during last 3 years to at least one Schedule commercial bank (including RRB & Co-Operative Bank)/ PSUs/ Central /State Govt. Organization within India as on bid submission date.	Purchase orders and confirmation along with performance certificate or any other documentary evidence from existing customer(s).
6	The bidder should have registered an average turnover of Rs.100 crores or above during the last Three financial years.	Copy of the audited Balance Sheets and / or Certificate of the Chartered Accountant for the preceding three years (i.e. 2015- 16, 2016-17, 2017-18).
7	Bidder should have experience of minimum 5 years in providing internet link in India as on 31.03.2019.	Declaration by the bidder that they have the required experience.
8	The ISP should have its own full-fledged office and Technical support centre / NOC in India with a centralized call logging facility.	Declaration by the bidder to be submitted along with the details
9	Bidder must have Disaster Recovery (DR) arrangement & support infrastructure for the required services to be delivered.	Document on DR arrangements to be submitted
10	The bidder should not have been black listed/debarred by any PSU/PSBs or Govt. organizations on the date of submission of Bid.	Self-declaration on the letter head to submitted.
11	ISP should not load balance the mitigation of customer traffic to scrubbing centers outside of Indian territory and should have DR facility within Indian Territory	Self-Declaration for the same to be submitted

The last date of submission of bids will be considered as the Cut-off date for evaluating the aforesaid eligibility criteria/clauses, wherever, date is not explicitly specified.

### 3. SCOPE OF WORK

3.1 Detailed scope of work for the proposed engagement is listed below. The scope of assignment during contract period includes but not limited to :

- a) The Allahabad Bank is requesting proposal for Supply, Commissioning and Maintenance of 3 (Three) no. of 64 Mbps **Dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection** (scrubbing facility) of 512 Mbps from the Internet Service Providers (ISPs) at Data Centre, Mumbai, Disaster Recovery Site, Lucknow and Near DR Location (Navi Mumbai) or any other locations as required by the Bank.
- b) The ISP shall commission the dedicated Internet Bandwidth (1:1 uncompressed, unfiltered and unshared with DDoS) with end point (access point) port on Ethernet (RJ45 port). This link shall be terminated on UTP port of the CPE (Router) which will be arranged by the Bank at the locations.
- c) The ISP should undertake to commission the link within a period of 04 weeks from the date of Purchase Order.
- d) The links are to be procured from the service provider as per Bank's requirement mentioned in 3.1 (a). The links are to be integrated with the existing network of the Bank. The Bidder shall be responsible for any other equipment (CPE), which is needed by them to terminate its link at the BANK router, no extra cost will be provided for any such equipment.
- e) The Bandwidth Service Provider has to provide last mile connectivity between our offices and their local POP or exchange using their own infrastructure independently for each link. It should be noted that Bandwidth Service Provider should not share or use any infrastructure from the existing vendor. The bandwidth to be provided by the Bidder should meet the network security requirement as defined by Bank from time to time e.g. would be able to support IPsec, 3 DES encryption etc.
- f) The ISP shall provide DDoS attack detection and protection (scrubbing) facility to the bank and filter the traffic as per Bank's requirement.
- g) The following Network parameters need to be ensured:
  - Availability: 99.90% or above on monthly basis.
  - Throughput: 100% of bandwidth
  - Dedicated with 1:1 compression ratio
  - Link overhead: less than 5%
  - Packet loss: less than 0.05 %.
  - Mean Time to Resolution/Repair (MTTR): Maximum 3 hrs.
  - Service Provider should be able to easily upgrade the bandwidth as and when

required by the bank.

- h) To make available links with all statutory, regulatory and other clearances etc., if required and make the link operational.
- i) The Bidder has to provide, manage and maintain the link in co-ordination with Network Integrator (NI) of the Bank.
- j) Bidder will manage and maintain the link provided by him on 24\*7 in all 365 days basis in such a way that it meets a minimum uptime requirement of 99.90% on monthly basis.
- k) Confirmation of availability of on-line fault detection mechanism of circuits/CPE at the service provider's NOC should be given along with the proposal/solution by the service provider. The evidence to this effect will be submitted on agreed periodicity.
- l) Service Provider should have a centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose. Service provider shall provide Toll free number and the escalation matrix acceptable to the Bank.
- m) The Total solution commissioned should support both IPV6 and IPV4.
- n) Initially Service Provider should provide 32 No. of IPV4 and 32 No. of IPV6 Global IP addresses and additional IP addresses if required by the Bank, free of cost.
- o) Bidder should be able to submit the following reports and provide a web interface where Bank can access the reports as detailed below:
  - i. NMS-MIS reports on bandwidth and link utilization, response times of link application, uptime, downtime reports and configuration updates if any, number of connectivity, addition and deletion of the connections which should also be submitted on monthly basis or whenever required by the Bank without any errors.
  - ii. Real time and Historical web based reports and web based monitoring through portal should be provided to the Bank for real time attack recording and reporting.
- p) Detection and Mitigation Process
  - i. For Attack less than or equal to 512 Mbps
    - o Attack Notification within 10 minutes of Identification.
    - o Automatic Attack Mitigation, Mitigation/Scrubbing begins within 15 minutes of attack identification.
    - o Necessary Reports to be submitted to the Bank.
  - ii. Detection and Mitigation Process for Attack more than 512 Mbps
    - o Attack Notification within 10 minutes of Identification.
    - o Automatic Attack Mitigation, Mitigation/Scrubbing begins within 15 minutes of attack identification.
    - o Necessary reports (as proof) to be submitted to bank within 24 hours of the attack notification.

- The same will be reviewed by the Bank for necessary confirmation.

### 3.2 Following features should be available but not limited to must be included in the deliverable by the Bidder.

1. The solution must be able to detect and mitigate different types of Distributed Denial of Service (DDoS) attacks:
  - TCP SYN Flood
  - Spoofed TCP-SYN Flood
  - SYN/ACK Reflection Flood
  - TCP ACK Flood
  - Smurf attack
  - Ping Flood
  - Ping of Death
  - ICMP Echo request Flood
  - Mydoom
  - UDP Flood
  - Nuke
  - HTTP/HTTPS Flood attack
  - DNS amplification attack
  - IP Fragmented attack
  - The solution should be able to scrub any other type of Flooding attacks.
2. The solution must be able to protect all internet protocols used including http, https, dns, smtp, ftp, ipsec etc.
3. End user response times must not be significantly impacted during DDoS attacks when service provider is mitigating the attack.
4. The solution must have a demonstrated ability to protect against potentially large volumes of DDoS attacks.
5. Regular testing of service and base lining should be done in conjunction with the customer at least once in a year to validate the operation of DDoS mitigation services.
6. Vendor's solution should automatically learn and adapt to changes in customer traffic profile.
7. Vendor's solution should have ability to block IPs from any location (known, unknown, suspected geographical locations).
8. The proposed solution should mitigate DDOS attacks up to 512 Mbps and if DDOS attack is beyond 512 Mbps then the solution should be able to scrub the attack and allow the legitimate traffic to flow and ensure that bank servers are not affected. Bank should be duly notified about when DDoS attack has crossed 512 Mbps limit.
9. The solution should have capability to generate Alerts and Logs that DDoS attack has been detected. Vendor should also notify the Bank in timely manner through SMS on mobile or through E-mail to the registered credentials of the concerned Bank Official when any DDoS attack is detected.
10. Vendor should ensure that the solution is fully redundant, diversified and there should not be any single point of failure. In case of any failure, the infrastructure shall failover to the alternative path automatically.
11. Vendor shall provide the customer 24\*7\*365 access (except during excluded events) to the customer portal for access its information.
12. Vendor shall provide support in case Bank decides any integration between Bank's SOC (Security Operation Centre) and Scrubbing Facility Centre or equivalent provided by vendor. This includes but not limits to components like network logs, integration with SIEM (Security Information & Even Management) etc.

13. Vendor should provide unique User ID and Password to access the customer portal for viewing reports and alerts of DDoS.
14. Vendor scrubbing centers should be located in India and should have high availability.
15. Vendor should have 24\*7 help desk for Real time attack monitoring and reporting.
16. Vendor should provide web portal to verify the status of mitigation and download reports of incidents happened.
17. Vendor should provide support and allocate provision for providing proxy facility to the links if required for any business purpose or as a part of security measure without charging extra from the Bank.

#### 4. BIDDING PROCESS

##### Two Bid Systems

##### 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.

##### 4.1 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 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 Dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection (Alternate).**
    - 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.
  - iv) All the inner and outer envelopes shall be addressed to the Purchaser at the address given below:

The Chief Manager (IT)

Allahabad Bank  
 Dept. of Information Technology,  
 Head Office, 2<sup>nd</sup> Floor  
 2, Netaji Subhas Road  
**Kolkata- 700 001, INDIA**

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

#### 4.2 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 - 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.

#### 4.3 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 purchaser 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 should consist of the following:
    - i) Documents required to be submitted as per Eligibility Criteria.
    - ii) Masked Commercial Bid (Without price details)
    - iii) Proposed Technical Solution
    - iv) Bid Form
    - v) Bid Security
    - vi) No Deviation Undertaking

#### 4.4 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.

##### 4.4.1 Objective of Evaluation Process

- a) 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.
- b) The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. 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.
- c) 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.
- d) 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. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution

offered etc., from the Bidders based on the technical bids submitted by them. Allahabad Bank also reserves the right to conduct Reference Site Visits at the Bidder's client sites. Through this Request for Proposal, Bank aims to select a Bidder/ application provider who would undertake the designing and implementation of the required solution. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of services with performance levels set out in this RFP with a Service Level Agreement.

The Bank has adopted a two bid process in which the Bidder has to submit (1) Technical Bid and (2) Commercial Bid (online reverse auction) separately but within the time as stipulated in the RFP. The Bank shall evaluate the Technical Bids (including Eligibility Criteria) initially. Indicative Commercial Bids of Technically qualified bidder will be opened at a later stage which will be advised to all the technically qualified bidders.

**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. The bidder is required to put in a no deviation bid as per Annexure. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

**4.4.2 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.

**b) Technical Evaluation :**

Detailed technical evaluation will include scrutiny of minimum eligibility criteria (and technical information submitted as per technical bid format. The bidder may highlight the noteworthy / superior features of their service. The Bank reserves the right to evaluate the bids on technical and functional parameters including NOC visit and witness demos of the system and verify functionalities, etc.

**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 format for quoting commercial bid set out in Annexure



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.

- 4.4.3** Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid
- 4.4.4** Supporting documents in respect of Eligibility Criteria
- 4.4.5** Bidder should submit the indicative commercial bid as per **Annexure Commercial - Format of the bid document**.
- 4.5** **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 VAT/Sales Tax, Octroi, etc. The bid price should however be exclusive of GST which will be payable at actuals.
- 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.
- 4.6** **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.
- 4.7** 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.
- 4.8** Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.
- 4.9** Bid Currency : Prices shall be expressed in Indian National Rupees only.
- 4.10** 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.

- a) 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.
- b) 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.
- c) Based on reverse auction, Lowest One (L1) bidder will be selected as service provider (SP)

## 5. AWARD & SIGNING OF CONTRACT

Bank will notify successful bidders (L1 bidder) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidder has to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract/SLA with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, NDA, Performance Bank Guarantee and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

## 6. SUBCONTRACTING

- a) As per scope of the RFP, the subcontracting is explicitly prohibited. However, if the Bidder later considers subcontracting for certain reasons, the Bidder has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. The bidder should then provide subcontracting details to the Bank and if required, Bank may evaluate the same.
- b) In case if subcontracting is later permitted at any time, the contracting vendor is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and Bank can obtain independent audit report for the same.

### Section - III

#### General Terms and Conditions of Contract

#### 1. Terms and Conditions

##### 1.1 Terms and Conditions of the Proposal

- a) Bank invites Bidders attention to the following terms and conditions which underline this RFP and which provide a statement of understanding between the interested parties.
- b) Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from the Bidder, or to cancel the process in part or whole. Additionally, Bank reserves the right to alter the specifications, in part or whole, during the evaluation process, and without re-issuing the RFP. The Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in these discussions and subsequent presentations and contract negotiation processes.
- c) The Bank may revise any part of the RFP, by providing a written addendum to the Bidder till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date .
- d) Due to the nature of the evaluation process, and approval and procurement activities that may occur, proposals must be valid for a minimum of 180 days from the date of proposal. Responses must clearly state the length of the bid and its explicit expiration date.
- e) Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the Bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.
- f) The RFP and all supporting documentation/ templates are the sole property of Allahabad Bank and shall NOT be redistributed without the prior written consent of Allahabad Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Allahabad Bank (duly signed/initialed by Authorized Signatory on each page of RFP document) when submitting the Bidder proposal, or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documents and any Annexure must be returned to Allahabad Bank immediately.
- g) The proposal and all supporting documentation submitted by the Bidder shall become the property of Allahabad Bank.
- h) By submitting a signed bid, the Bidder certifies that:
  - i) The Bidder has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - ii) Allahabad Bank would enter into a contract with Bidder who shall be responsible for delivery and overall implementation as part of the RFP. The Contract shall be in force for a period of Three years. The Bidder is responsible to coordinate with other associated Bidders.

- i) The Bank is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the Bidder.
- j) The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- k) 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. The Bank reserves the right to make any changes in the terms and conditions. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- l) The Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to delete one or more items from the list of items specified in the RFP. The bank will inform the Bidder about changes, if any.
- m) If required by the Bank, Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- n) The Bidder shall bear all costs for the execution, stamp duty and submission of the contract and agreements (SLA, NDA etc). Bank shall not be responsible or liable for reimbursing/compensating these costs.
- o) The Bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the

same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Bidder shall be paid by Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors. The Bidder shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

- p) The Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.
- q) During the currency of the Contract, the Bank reserves the right to:
- i) Make changes to the list of locations provided and any change in the list of location notified by the bank shall be binding on the Bidder.
  - ii) Advise the selected Bidder to postpone the connectivity schedule including delivery of links etc., in respect of some of the locations based on Bank's requirements.
  - iii) Because of the business requirement, Bank may shift branches/office premises to new locations. All the links need to be shifted to the new premises. The bidder will uninstall the equipments (if any), duly pack them and will transport the equipments to the new location and will reinstall the equipment at that new location. Equipment transportation cost through courier will be reimbursed. Similarly, the bidder will coordinate in shifting/surrendering the links both at old and new locations. Bidder has to carry out link shifting/ equipment shifting (if any) within 4 weeks from the date of purchase order/ work order.
  - iv) Place additional orders for future locations (over and above branches/offices mentioned in this RFP), as and when required.
  - v) Seek delivery of some of the equipments/ services quoted, depending upon the requirements envisaged from time to time and will pay the itemized agreed cost to the bidder.
- r) If the selected bidder fails to deliver, install, commission the links within the stipulated time schedule or on extended date as may be communicated by the Bank, it will be treated as breach of contract.

## 2. PERFORMANCE GUARANTEE

- a) Within ten (10) days after the Bidder's receipt of Notification of Contract Award, the Bidder shall furnish Performance Guarantee to the Bank for an amount equivalent to

5% of the contract value valid for the contract period for punctual performance and fulfillment of the contract.

- b) Performance guarantee shall be denominated in the INDIAN RUPEES only and shall be a bank guarantee issued by a Private Sector/Public sector bank in India (other than Allahabad Bank) in the format provided in the RFP (*Annexure - FORM - Performance Bank Guarantee*)
- c) 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.
- d) The proceeds of the Performance Guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- e) The performance guarantee will be discharged by the Bank and returned to the Bidder not later than 45 days following the date of completion of the Bidder's performance obligations, including any warranty obligations.
- f) The performance guarantee should be valid for the overall contract period + 180 days.

### 3. ACCEPTANCE CRITERIA

- a) Any location link will be treated as commissioned only on completion and satisfactory functioning for a minimum period of 21 days.
- b) On completion of commissioning of the link, The Bidder shall also submit documents indicating Link details etc.

### 4. CLARIFICATION OF RFP

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

### 5. PRE-BID MEET

- a) 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 Section - I, after publication of RFP and well before the last date for receipt of bids. Up to a maximum of two representatives of each prospective bidder will be permitted to attend the pre-bid meeting.
- b) However the Purchaser, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.
- c) 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 Purchaser will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.

## 6. PAYMENT TERMS

- a) The project will be for a period of 3 years from the effective date of contract. The charges will be paid after completion of each quarter on per-link basis based on the achievement of Service Level (The performance and uptime of the network as specified under Liquidated damages, Penalties and Service Level clause will be assessed on monthly basis and the payment will be released accordingly). The bidder should submit the site-wise & link-wise details along with the uptime achieved to enable the Bank to pay quarterly charges.
- b) The charges per location will begin from the date of takeover/ completion of installation of the links and submission of installation and commissioning certificate (new links) signed by the Bank's official certifying successful completion of installation and commissioning.
- c) Subsequent to commissioning of links, the locations may have to be shifted as per Bank's requirements. Bidder is required to shift the equipment/links and carryout the commissioning at the new location. Cost for shifting shall be pay only after the appropriate approvals from Bank officials.
- d) No additional charges such as conveyance, travelling, per diem hotel expenses etc., will be paid to the selected Bidder or their engineers during shifting of equipment/links or any other reason.
- e) The payment for the locations will be made as per the actuals i.e. link wise.

## 7. Signing of Contract

- a) At the same time as Allahabad Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Contract Form (**Annexure - FORM - Contract Form**) incorporating all agreements between the parties.
- b) Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

## 8. Bid Security

- a) The Bidder shall furnish, as part of its bid, bid security of an amount of **Rs. 1,35,000/- (Rupees One Lac Thirty Five Thousand Only)**. The bid security is required to protect the Bank against the risk of Bidder's conduct.
- b) The bid security shall be denominated in the INDIAN RUPEES only and shall be a Demand Draft or Bank Guarantee issued by a Private Sector/Public sector bank in India (other than Allahabad Bank) in the format provided in the RFP (**Annexure - FORM - Bid Security**) and valid for sixty (60) days beyond the validity of the bid. Any bid not secured in accordance with the above will be rejected by Allahabad Bank as non-responsive.
- c) The bid security should form part of the response to the RFP (Technical Offer) submitted by the Bidder. Failure to comply with this condition viz., **Bid Security of Rs.1,35,000/- (Rupees One Lac Thirty Five Thousand Only)** shall result in summary rejection of the tender offer and no Bidder shall be exempted from the requirement of the bid security. Submission of the Bid Security in the commercial offer shall render the bid being rejected on the grounds of Non - Submission of the Bid Security.
- d) The bid security of unsuccessful Bidders shall be returned, only after the successful

completion of the tender process.

- e) The successful Bidder will furnish a new Performance Security to cover the project implementation period and the bid security of the successful bidder will be returned after signing of the contract and furnishing the performance security.
- f) The bid security shall be forfeited:
  - i) If Bidder withdraws his offer during the period of validity of bid; or
  - ii) In case the successful Bidder;
    - fails or refuses to sign the contract or furnish performance guarantee; or
    - fails or refuses to execute the Project within the stipulated time schedule or if the order is cancelled in terms of Order cancellation clauses as mentioned elsewhere in this document.
- g) No interest will be paid on the bid security amount.
- h) The Bank's decision in the above cases will be final.

## 9. Liquidated Damage, Penalties & Service Levels

### a) Penalties for project implementation delay:

The Vendor should undertake to commission the link/services in the SOW (Scope of Work) within 4 (four) weeks from the date of Purchase Order / Letter of Intent. The Bank shall be entitled to charge penalty 2% per week of delay with a maximum of 10% of the **total order value of all** the services to be delivered beyond the scheduled delivery date for providing services.

### b) Penalties for delay in upgrades:

The Vendor should also undertake to upgrade the link within 7 days from the date of Purchase Order for up-gradation. The Bank shall be entitled to charge penalty 2% of the additional up-gradation cost per week of delay with a maximum of 10% of the additional up-gradation cost beyond the scheduled up-gradation date.

If the successful bidder fails to commission/upgrade the link as mentioned above, the Bank has rights to cancel the business offered to the Vendor and can recommend to IBA to blacklist the ISPs from participating in any IBA member bank's business offer.

### c) Uptime and penalties for downtime:

Levy of penalties is without prejudice to other rights and remedies available under this agreement:

#### a. SLA-A (SLA Pertaining to Link Uptime)

Level of Network uptime per month	Downtime Penalty
Committed SLA >=99.90%	-NIL-
>=99.50% but <99.90%	10% of Quarterly Bandwidth Charges
>=99.00% but <99.50%	20% of Quarterly Bandwidth Charges
>=98.50% but <99.00%	30% of Quarterly Bandwidth Charges
>=98.00% but <98.50%	40% of Quarterly Bandwidth Charges
<98.00	50% of Quarterly charges and the Bank also reserve the right to terminate the contract.



	Further if the number of link down Instances during a month exceed 5 times and more, the additional penalty of 10% of the Quarterly charges will be applicable over and above the downtime penalty as mentioned above. Bank also reserves the right to terminate the link in such case.
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**b. SLA-B (SLA Pertaining to Delay in Service)**

Serial	Description	Penalty
1	Delay in providing 32 Public IP addresses(IPv4) and 32 Public IP addresses (IPv6) for the link beyond 6 weeks.	0.05% of the total Contract Value for every week of delay or part thereof.
2	Delay in Implementation of the DDoS solution, as per the specification, beyond 6 weeks.	0.5% of the total Contract Value per week of delay or part thereof.
3	Failure to prevent attacks for which the solutions have been procured.	15% of the quarterly charges for each such attack reported.
4	15 minutes mitigation effectiveness for Layer 3/4 attacks - from the time that traffic arrives to the scrubbing center.	1% of the quarterly charges for every 1 hour of delay or part thereof.
5	Delay in providing complete escalation matrix for offsite support beyond 4 weeks from date of issue of PO	Rs. 500/- per day for the delayed part

Exclusions from downtime calculation include the following:

- a. Downtime because of LAN cabling faults at Bank's end
  - b. Scheduled downtimes (which are approved by Bank) on account of preventive maintenance, system testing, system upgrades etc.
  - c. All failures due to source power unavailability and power conditioning, UPS failure etc. at Bank's facility
  - d. Force Majeure conditions defined above or any condition not foreseen but mutually agreed by both the parties.
  - e. Downtime due to any device/appliance managed by the Bank.
- a. Termination for default
  - b. Without prejudice to any other remedy for breach of contract, written notice shall be given to the vendor specifying the default and rectifying the same within a reasonable time and in case default continues then the contract will be terminated in whole or part stating the reason. The default will be reckoned as : if the Vendor fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract.
  - c. In the event Bank terminates the Contract in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, systems or services

similar to those undelivered and the Vendor shall be liable to Bank for any excess costs for such similar systems or services. However, the vendor shall continue the performance of the contract to the extent not terminated.

#### **10. Termination for insolvency**

Bank may at any time terminate the Contract by giving written notice to the Vendor, if the vendor becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to Bank.

#### **11. Format and Signing of Bid**

- a) The Bidder shall prepare two copies of the Technical bid clearly marking each "Original Bid" and "Copy Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- b) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages (along with page Numbers) of the Bid except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- c) 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.

#### **12. Contacting The Purchaser**

- a) No Bidder shall contact Allahabad Bank on any matter relating to its Bid, from the time of the bid opening to the time the Contract is awarded.
- b) Any effort by a Bidder to influence Allahabad Bank in the Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

#### **13. Post Qualification**

- a) Allahabad Bank will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract.
- b) The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as Allahabad Bank deems necessary and appropriate including details of experience and records of past performance.
- c) An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event Allahabad Bank will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- d) Right to Alter Quantities

The Bank reserves the right to alter the requirements specified in the RFP. The bank also reserves the right to delete one or more items from Scope of work specified in

the RFP.

**14. Option to extend the scope of work**

- a) The bidder should consider and plan the project as on on-going project beyond the contractual period of three years where the scope of the project can be extended by the Bank at its option. Bank's option of extending the scope may at the minimum cover:
  - i) Addition of more links.
  - ii) Any other component of the project.

**15. Period of Validity of Bids**

- a) The process of bid evaluation, approval and the subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for 6 (six) months after the date of opening of Technical Bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by Allahabad Bank as non-responsive.
- b) In exceptional circumstances, Allahabad Bank may solicit the Bidders' consent for an extension of the period of validity. 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.

**16. Intellectual Property Rights**

- a) Bidder warrants that the Inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the Deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The Bidder should ensure that the Hardware, Software, Operating Systems provided to Bank shall not infringe the third party intellectual property rights, if any. The Bidder has to ensure that third party rights are not infringed even in case of equipment/ software provided on behalf of consortium as Bidder.
- b) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, Bidder shall, at its choice and expense: (a) procure for Bank the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse bank for any amounts paid to Bidder for such Deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank . However Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- c) The indemnification obligations stated in this clause apply only in the event that the Indemnified Party provides the Indemnifying Party prompt written notice of such

claims; grants the Indemnifying Party sole authority to defend, manage, negotiate or settle such claims; and makes available all reasonable assistance in defending the claims (at the expense of the Indemnifying Party). Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the Indemnified Party make any payment or bear any other substantive obligation without the prior written consent of the Indemnified Party. The indemnification obligations stated in this clause reflect the entire liability of the parties for the matters addressed thereby.

- d) Bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software.
- e) Bidder also acknowledges any intellectual ideas of Bank's team members and business processes of Bank that are incorporated in the system are the intellectual property of Bank to that extent and Bidder has to deal the matter in a way they shall deal with intellectual property rights and shall not share or use such intellectual property without prior consent of Bank in a written communication.
- f) The Bidder shall install the equipment and commission the network and acceptance test at the Bidder's own cost as per the accepted time schedules. The Bidder is liable for penalties levied by Bank for any deviation in this regard. The Bidder shall provide for all tools, testing instruments, drivers, consumables required to install, configure, and test the network without any further charge, expense and cost to Bank
- g) The Bidder shall be responsible for delivery, installation, implementation and roll out of all the solutions required as per the RFP within the accepted time schedule. Any failure of Bidder to adhere to the stipulated time schedule shall attract penalties as envisaged unless such failure is entirely for reasons attributable to Bank beyond doubt.
- h) The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope, SLA and deliverable requirements of the project are not met and in case the system is unable to facilitate the processes duly supported by various modules as envisaged in the RFP.

#### **17. Representations and Warranties**

- a) The Bidder warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The Bidder further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project .
- b) Bidder warrants that it shall perform the Services in a professional and workmanlike manner and materially in accordance with the applicable Specification and documentation as set forth in the Statement of Work.
- c) The Bidder represents that it is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

- d) The Bidder represents that it has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- e) The Bidder represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Bidder is selected:
- i) Will not violate or contravene any provision of its documents of incorporation;
  - ii) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
  - iii) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
  - iv) To the best of its knowledge, after reasonable investigation, no representation or by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

## 18. Compliance with Laws

- a) The Bidder shall undertake to observe , adhere to, abide by, comply with and notify Bank about all laws in force or as are made applicable in future, pertaining to or applicable to them , their business , their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- b) The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/ Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/ officers/ staff/ personnel/

representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank shall give notice of any such claim or demand of liability within reasonable time to the Bidder.

- c) The Bidder agrees that the Bidder shall not be entitled to assign/ sub lease any or all of its rights and or obligations under this tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of Bank
- d) In case Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

## 19. Business Continuity

- a. The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank:
  - i. In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.
  - ii. In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

## 20. Cancellation of the Order

- a) Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Bank alone:
  - i) Delay in implementation/ installation beyond the specified period that is agreed in the contract that shall be signed with the successful Bidder; and
  - ii) Serious discrepancy in the quality of service/ hardware/ software expected during the implementation, rollout and subsequent maintenance process.
- b) In case of order cancellation, any payments made by Bank to the Bidder would necessarily have to be returned to Bank with interest @ BPLR+3.5%+2% as per the prevailing BMPLR.

## 21. Indemnity

- a) The Bidder hereby indemnifies Bank, and shall always keep indemnified and hold Bank, its employees, personnel, officers, directors, representatives (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or

proceeding brought against Bank as a result of:

- i) Bank's authorized/ bonafide use of the Deliverables and/ or the Services provided by Bidder under this RFP;
  - ii) and/ or an act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RFP;
  - iii) and/ or breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP;
  - iv) and/ or claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against Bank;
  - v) and/ or breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP;
  - vi) and/ or any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;
  - vii) and/ or breach of confidentiality obligations of the Bidder contained in this RFP;
  - viii) and/ or willful negligence or gross misconduct solely attributable to the Bidder or its employees or sub-contractors.
  - ix) Non-compliance of the bidder with Laws / Governmental Requirements
  - x) IP infringement under any laws including Copyrights Act 1957 & IT Act 2000.
  - xi) Negligence and misconduct of the Bidder , its employees, and agents
  - xii) Breach of any terms of RFP, Representation or Warranty
  - xiii) Act or omission in performance of service.
  - xiv) Loss of data due to any of the reasons mentioned above
- b) The Bidder shall at its own cost and expenses defend or settle any claim against Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent / IPR, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided Bank:
- i) notifies the Bidder in writing; and
  - ii) cooperates with the Bidder in the defense and settlement of the claims.
- c) It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.
- d) On its part, the Bank will immediately relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.
- e) The Bidder must undertake to indemnify that all the components delivered (if any) are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order

and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software as well – the system software must be licensed and original.

## **22. Limitation of Liability:**

The bidder's aggregate liability in connection with the obligation undertaken as a part of project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) shall be at actual and limited to the value of the contract. The bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be to the extent of loss so caused.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the bidder as part of this project.

In no event shall either party be liable for any indirect incidental or consequential damages or liability, under or in connection with or arising out of the agreement to be executed in terms of this RFP or the hardware or the software delivered hereunder, howsoever such liability may arise provided that the claims against customers, users and service providers of the bank would be considered as a direct claim.

Bidder (Service provider) will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

## **23. Integrity Pact**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Vendors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. To ensure transparency, equity and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement an agreement between the prospective bidders/vendors and the Bank. Further, all bidders need to submit an "Integrity Pact" (duly sealed & signed) as per Annexure-K of the RFP, on non judicial stamp paper of appropriate value in its technical bid. For the above pact, The Bank has appointed Two(02) Independent External Monitors (IEM). The name, address and contact details of IEMs nominated for the Bank is as under:



Shri Asutosh Mishra, IAS (Retd.) Plot No. 3, Prashasan Nagar, Road No. 72, Jubilee Hills, Hyderabad – 500110 Landline : 040-23551585 Email Id : kunu_mishra@yahoo.co.in	Dr. Bhushan Chander Gupta, IAS (Retd.) 116, New Moti Bagh, New Delhi – 110023 Landline : 011-24105366 Email Id: bcgupta2000@yahoo.com
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Signing of the Integrity Pact with the bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this RFP and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any Bidder/Vendor not submitting the prescribed undertaking (Integrity Pact) or submitting the same with deviations/ amendments thereto will be disqualified from further evaluation / participation in the process of relative procurement.

#### 24. Solicitation of Employees

Allahabad Bank shall request a clause in the final agreement that states the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.

#### 25. Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to Bank or its designees at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank reserves the right to conduct audits on the service provider whether by its internal or external auditors, or by external specialists appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the bank. Bank's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit shall be borne by Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which shall be subject to the requirements of statutory and regulatory authorities.

Bank reserves the right to allow any regulatory body or persons authorized by it to access the bank's documents, records of transactions and other necessary

information given to, stored or processed by the bidders or its consortium partners within a reasonable time

## 26. **Corrupt and Fraudulent Practices**

- a) As per Central Vigilance Commission (CVC) directives, it is required that SIs/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "**Corrupt Practice**" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- c) "**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 SIs (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.
- d) The Bank reserves the right to 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.
- e) The Bank reserves the right to 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 the contract.

## 27. **Publicity**

Bidder is prohibited in using the name of Bank in any publicity material without the specific written permission from the Bank.

## 28. **Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Bank, shall be written in the English language

## 29. **Confidentiality and Non-disclosure**

- a) The Bidder agrees to receive in confidence all Confidential Information and agrees not to reveal the same to any other person under any circumstances, except to the extent provided for in this Agreement. The Recipient shall also ensure that the Confidential Information is not used for any of its business or other purposes or such purposes of any other person
- b) The Bidder shall ensure that the Confidential Information is revealed only to such persons within their organizations as would be necessary to perform its obligations to Bank. The parties shall be bound not to disclose under any circumstances any Confidential Information to any other person.
- c) The Bidder shall also procure from their respective employees, officers and agents to whom Confidential Information is revealed a similar obligation of Confidentiality in the form of a Non-Disclosure Agreement, which is reasonably acceptable to Bank. Such Non-Disclosure Agreements shall also be executed by all the Personnel. A breach by the respective employees of the Recipient of the terms of the Non-Disclosure Agreement shall be considered as a breach by such party of its

obligations to the Discloser.

- d) Bank shall give a notice to the Discloser immediately on coming to know of the breach of the obligations relating to Confidential Information and shall render all necessary assistance and information to the Bidder as the other party may deem fit in this regard. Notwithstanding the generality of the above, the Recipient shall indemnify and hold harmless the Discloser from any losses that the Discloser may suffer on account of breach of the obligations relating to confidentiality, whether such breach is caused by the Recipient, its officers, agents, representatives, directors, employees or other personnel.
- e) The Recipient recognizes and acknowledges that, unless specifically provided for in this Agreement or elsewhere, it is not entitled to receive information classified as Confidential Information. Confidential information shall not include information that is or becomes part of the public domain without breach of this Agreement;
  - i) Information that is lawfully in the possession of the Receiving Party prior to a disclosure and not subject to an existing agreement between the parties;
  - ii) Information that is independently developed by the Receiving Party, completely apart from the disclosures hereunder;
  - iii) Information that is received from a third party who lawfully acquired such information without restriction, and without a breach of this Agreement, by the Receiving Party
- f) It shall not be treated as breach of confidentiality obligations under this agreement for any disclosure required of the receiving party under the operation of any law in force.
- g) All Confidential Information of a Discloser that is made known to the other party during the term of this Agreement shall be received in confidence by the Recipient. Upon termination of this Agreement, the Recipient shall promptly return to the Discloser, all correspondence, documents and materials or items belonging to the Discloser, or as per the instructions of the Discloser, destroy the same on their respective systems.

### **30. Force Majeure**

- a) Agreement to the extent said failures or delays are caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, performance failures of parties outside the control of the Bidder (e.g., disruptions in power supply), governmental actions, provided that, force majeure shall apply only if the failure to perform could not be avoided by the exercise of due care by the party invoking this clause and such party does everything reasonably possible to resume its performance. Neither party shall be liable for any failure or delay in performance under this.
- b) A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three (3) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met shall be extended for a period of time equal to the time lost due to any delay so caused.

### **31. 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.

The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. The matter will be referred for negotiation between Authorized Official of the parties to the Contract. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

### **32. Jurisdiction**

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the Courts in the Kolkata and the parties agree to submit themselves to the jurisdiction of such court. This Project agreement shall be governed by the laws of India.

### **33. Price composition**

- a) 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.
- b) All prices should be itemized. Total Cost will be calculated as mentioned in *Commercial Bid*.
- c) The commercial Bid should also be inclusive of cost related to insurance, delivery, installation, training etc. at the respective delivery location of the Bank.

**34. Repeat Orders**

The Bank reserves the right to place repeat orders for connecting new locations over and above the locations mentioned in the RFP, which will involve implement and maintenance of services on the same rates and terms & conditions up to the end of 3 years, the contract period. Bank also reserves the right to place repeat orders for the individual links depending upon the requirement using the itemized unit prices on the same rates and terms & conditions up to the end of 3 years contract period or negotiation thereafter. In case of any downward revision of prices, taxes, levies etc., the bidder should pass on such benefit to the Bank.

**35. Limitation on Promotion**

The Bidder shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

**35. Currency of Payments**

All Payments will be made to the Bidder in Indian Rupees only.

**36. Information Ownership**

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

**37. Sensitive Information**

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

**38. Privacy & Security Safeguards**

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.

**39. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

- a. The Purchaser shall be under no obligation to accept the lowest or any other

offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers, without assigning any reason whatsoever.

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



**Annexure A- Bid Form****Ref. No.:****Date:**

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

Having examined the RFP (Ref. No. **RFP HO/DIT/NETWORK/ILL/2019-20/132 dated 14.05.2019**) for providing Internet links of various bandwidth with scrubbing facility (DDoS protection) including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services for providing Internet links of various bandwidths (from different POPs for redundancy) with scrubbing facility (DDoS protection) in conformity with the said RFP and 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/Services in accordance with the delivery schedule specified in the RFP.

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 B - Bid Security Form**

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(Non-Judicial Stamp Paper of appropriate value)

To:  
 The Chief Manager-IT  
 Allahabad Bank  
 Head Office,  
 Dept. 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 Network Integrator - Phase IV in response to Allahabad Banks Request for Proposal ( RFP ) No. **RFP HO/DIT/NETWORK/ILL/2019-20/132 Dated 14.05.2019** (hereinafter called "the Bid").

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

Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity, fails or refuses to sign the contract or furnish performance guarantee; or fails or refuses to execute the Project within the stipulated time schedule or if the order is cancelled in terms of Order cancellation clauses specified by the Bidder on the Bid Form; We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

Notwithstanding any other term contained herein 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 the total liability of Bank under this guarantee shall be limited to **Rs. 1,35,000/- (Rupees One Lac Thirty Five Thousand Only)**.

Place:  
 Date:

Seal & Signature



**Annexure C - Performance Security Form**

(BANK GUARANTEE FORMAT)

(Non-Judicial Stamp Paper of appropriate value)

Bank Guarantee No.

Date :

To:  
 The Chief Manager-IT  
 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 D - CONTRACT FORM**

*(Non-Judicial Stamp Paper of appropriate value)*

RFP Ref No.-HO/DIT/NETWORK/ILL/2019-20/132 Dated.14.05.2019

**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 purchaser", 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 Service provider), 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 purchaser is desirous that services related to Supply, Commissioning and Maintenance of Dedicated (1:1; uncompressed, unfiltered and unshared) Internet links of various bandwidths with scrubbing facility (DDoS protection) 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 and Maintenance of Dedicated (1:1; uncompressed, unfiltered and unshared) Internet links of various bandwidths with scrubbing facility (DDoS protection) 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 Purchaser'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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects

with the provisions of the contract.

4. The Purchaser hereby covenants to pay the 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 purchaser)

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 :

Signature

### Annexure E - NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at .....on 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 Subhas 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:

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ or the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

**1. Confidential Information and Confidential Materials :**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## **2. Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contract or shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - (1) the statutory auditors of the Customer and
  - (2) regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Unless otherwise mentioned in this agreement, Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party’s business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

## **3. Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party’s request, or at Disclosing Party’s option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and /

or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages
- d. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

#### **4. Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall

be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

## 5. Suggestions and Feedback

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_ (month) (place)

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

**Annexure F- Commercial Bid Format**

**RFP reference no:HO/DIT/Network/ILL/2019-20/132 Dated 14.05.2019**

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification - “Indicative Commercial Bid for Supply, Commissioning and Maintenance of 64 Mbps dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth”.

Table - I

Internet Link	Quantity of Internet Links (A) in(Rupees)	Cost for Year 1 (B) in(Rupees)	Total Cost for Year 1 C= (A)x(B) in(Rupees)	Cost for Year 2 (D) in(Rupees)	Total Cost for Year 2 E=(A)x(D) in(Rupees)	Cost for Year 3 (F) in(Rupees)	Total Cost for Year 3 G=(A)x(F) in(Rupees)	Total Cost for (3 years) (C)+(E)+(G) in(Rupees)
64 Mbps dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with	3							

Total Price (in words):Rupees \_\_\_\_\_

Table - II

Bifurcation of Cost

S.No.	Bifurcation of cost	Bifurcation Cost for Year 1 in(Rupees)	Bifurcation Cost for Year 2 in(Rupees)	Bifurcation Cost for year 3 in(Rupees)
1.	Internet Link - 64 Mbps			
2.	512 Mbps Scrubbing per link			

Table - III

Cost of up-gradation (If required)

S.No.	Particular	Cost in(Rupees)
1.	1 Gbps Scrubbing	
2.	1.5 Gbps Scrubbing	
3.	2 Gbps Scrubbing	
4.	84 Mbps (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth	
5.	100 Mbps (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth	
6.	155 Mbps (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth	



In case of requirement of an intermediate bandwidth, the standard industry practice will be followed for arriving at the commercials. It should also be noted that the cost for Internet Bandwidth and Scrubbing services (for up gradation in Table -III) should not exceed 50% of the multiple factor of the ratio of the upgraded Bandwidth.

Note:

1. The above quoted rates in the indicative bids, will be the basis to decide the floor price for e-tendering - Reverse Auction process.
2. Table -II & Table - III will not be included for finalizing L1 bidder. The bidder not quoting any cost in Table- II and Table - III will be considered as ineligible Bidder and will not be considered in Bidding Process.
3. The quote as above should be inclusive of all charges, taxes, other than GST which will be payable extra, at actual.

Signature of the Authorized Signatory :

Name & Address of the Bidder:

Seal of the Company:

## Annexure G : 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, 2<sup>nd</sup> 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 notwithstanding 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](http://www.tenderwizard.com/abbank)

- Usage of Digital signature is mandatory for participating through this portal.
- **SCOPE OF AUCTION:** OFFER FOR APPOINTMENT of Supply, Commissioning and Maintenance of Dedicated (1:1 uncompressed, unfiltered and unshared) Internet links of various bandwidths with scrubbing facility (DDoS protection) from the Internet Service Providers (ISP) at its Data Center, Navi Mumbai and Disaster Recovery Site (DRS) , Lucknow or any other location as per the requirement of the Bank for Allahabad Bank

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 nos.
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:

Contact Persons	Mobile No.
Mr. Tousik	09674758724
Mr. Kumar Chandan	09674758720
Mr. Kushal	07686913157

**E mail:** [kumarchandan@antaressystems.com](mailto:kumarchandan@antaressystems.com), [debrajsaha@antaressystems.com](mailto:debrajsaha@antaressystems.com), [kushal.b@antaressystems.com](mailto: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 (1.1) 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 eReverse 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 / 4 .....level 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 BANK is not responsible for such eventualities.
  - Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
  - For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. 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.
  - If any bidder, who has participated in the Reverse Auction, does not quote any bid during the reverse auction process, then, the price quoted in the indicative Commercial bid of the said bidder will be considered as the final price.

#### **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.

**COMPLIANCE STATEMENT**

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

To

Date: -----

The Chief Manager-IT  
Allahabad Bank,  
Head Office,  
Department of Information Technology  
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/DIT/Network/ILL/2019-20/132 Dated: 14.05.2019 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 I - Format : LETTER OF AUTHORITY FOR  
PARTICIPATION IN REVERSE AUCTION**

To

Date: -----

The Chief Manager-IT  
Allahabad Bank,  
Head Office,  
Department of Information Technology  
2 N.S. Road,  
Kolkata - 700 001, India

- 1) We .....(Name of the company) have Submitted our bid for participating in Bank's RFP Ref. No. HO/DIT/Network/ILL/2019-20/132 Dated:14.05.2019 for.....for Allahabad Bank.
- 2) We confirm having read and understood the terms of RFP as well as the Procedure relating to the Reverse Auction for this RFP process.
- 3) 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.
- 4) 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 with in Company / Organization: -

Address of Company/ Organization:-

Date:-

Name of Authorized Representative:-

Designation of Authorized Representative:-

Signature of Authorized Representative:-

**Annexure J - Undertaking of No Deviation**

To,

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

Dear Sir,

**Sub: RFP no. HO/DIT/Network/ILL/2019-20/132 Dated 14.05.2019 for Supply, Commissioning and Maintenance of "Dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection" (alternate).**

This is to confirm that we have submitted a no deviation bid and unconditionally accept all requirements, payment terms, SLAs and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by Allahabad Bank pertaining to Supply, Commissioning and Maintenance of "Dedicated (1:1; uncompressed, unfiltered and unshared) Internet Bandwidth with DDoS Protection" (alternate).

Any assumption or exclusion submitted by us in the proposal which are contradictory to the RFP stands null and void.

Place:

Date:

Seal and signature of the bidder

## ANNEXURE K - FORMAT OF 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**

- i. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- ii. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- iii. 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**

- i. 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.
- ii. 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.
- iii. 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.



- iv. 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 recuse himself/herself from that case.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. The word '**Monitor**' would include both singular and plural.

#### **9. Earnest Money/Security Deposit**

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

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

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

In the case of successful bidder a clause would also be incorporated in the Article pertaining to

Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same with assigning any reason for imposing sanction for violation of this pact.

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

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

#### **Section 10 -. Sanctions for Violation**

- 10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
  - ii. The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - iv. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
  - vi. To cancel all or any other Contracts with the Bidder.
  - vii. To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
  - viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent

- upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- x. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
  - xi. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.
- 10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

### **Section 11 - Fall Clause**

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**

- i. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
  - ii. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
  - iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
  - iv. 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.
  - v. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)  
(Office Seal) Place -----•

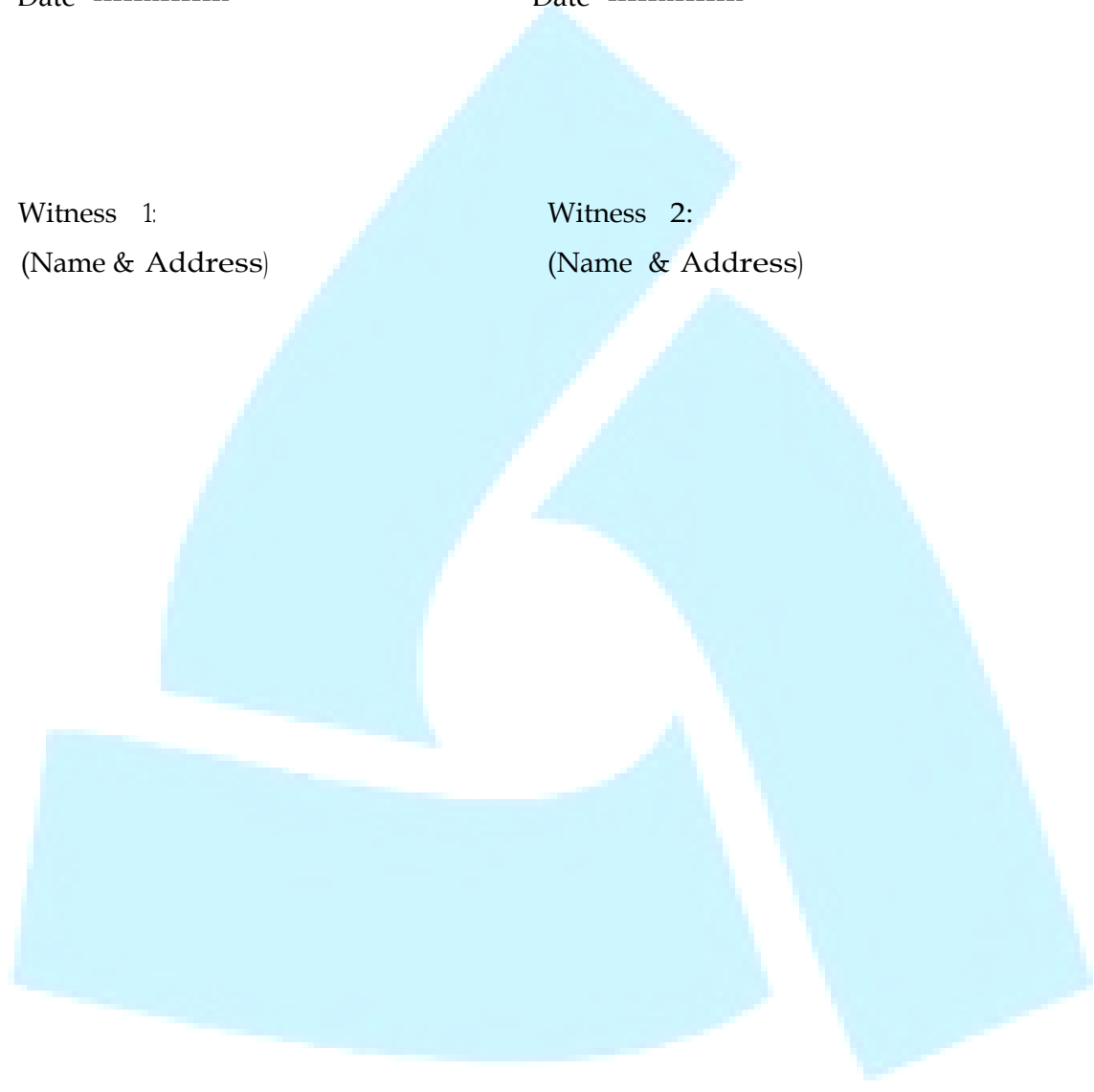
(For & On behalf of Bidder/ Contractor)  
(Office Seal) Place -----•

Date -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)





**\*End Of Document\***