



Allahabad Bank

Department of Information Technology
Head Office, 2, N.S. Road,
Kolkata-700001

REQUEST FOR PROPOSAL (RFP)

For

**Empanelment of Vendors on Rate-Contract basis for providing
E-Tendering Services to Allahabad Bank**

RFP Ref No. : HO/DIT/ETENDER/2018-19/118

Date: 02/11/2018

**TABLE OF CONTENTS**

Section	Clause No.	Description	Page No.
I		INVITATION FOR BID(IFB)	4
II		INSTRUCTION TO BIDDERS(ITB)	
	2.1	Introduction	6
	2.2	Scope of Work	6
	2.3	Eligibility Criteria	12
	2.4	Two Bid System Tender	14
	2.5	Non-transferable tender	16
	2.6	Terms and Conditions	16
	2.7	Erasures or Alterations	16
	2.8	Cost of Bidding	16
	2.9	Contents of RFP	16
	2.10	Pre-bid meeting	16
	2.11	Amendment to RFP	17
	2.12	Language of Bid	17
	2.13	Bid Validity	17
	2.14	Bid Security - Earnest Money Deposit	17
	2.15	Format and Signing of Bid	19
	2.16	Submission of Bid	19
	2.17	Deadline for submission of Bid	20
	2.18	Late Bid	20
	2.19	Bid Opening	20
	2.20	Clarification of Bids	20
	2.21	Preliminary Examination	21
	2.22	Contacting the Bank	21
	2.23	Evaluation of Bids	21
	2.24	The Bank's Right	23
	2.25	Notification of Award	23
	2.26	Empanelment Security	23
	2.27	Signing of Contract	24
	2.28	Period of Contract	24
III		TERMS AND CONDITIONS OF THE EMPANELMENT CONTRACT	
	3.1	Definitions	25
	3.2	Empanelment Security	25
	3.3	Prices	25
	3.4	Performing the E-Tendering Services	26
	3.5	Indemnity	26
	3.6	Governing Language	26
	3.7	Applicable Law	26



Section	Clause No.	Description	Page No.
	3.8	Publicity	26
	3.9	Liquidated Damages	26
	3.10	Service Level Agreement (SLA) Penalty	27
	3.11	Payment Terms	28
	3.12	Audit	28
	3.13	Force majeure	29
	3.14	Termination for Default	29
	3.15	Contract termination/Cancellation	29
	3.16	Consequence of Termination	30
	3.17	The bidder's Integrity	31
	3.18	The bidder's Obligations	31
	3.19	Use of Contract Documents and Information	31
	3.20	Contract Amendment	31
	3.21	Integrity Pact	31
	3.22	Assignment	32
	3.23	Corrupt or Fraudulent Practices	32
	3.24	Arbitration	32
	3.25	Privacy and Security safeguards	33
IV		ANNEXURES	
	A-1	Bid Form	34
	A-2	Technical Specifications Required for the proposed E-Tendering Solution /System	35
	A-3	Security Considerations of the Proposed E-Procurement Solution/System	41
	A-4	Bid Security Form	45
	A-5	Bidder's Information	47
	A-6	Technical / Commercial Deviation Statement	48
	A-7	Commercial Bid Format	49
	A-8	Empanelment Contract Form	50
	A-9	Empanelment Security Form	52
	A-10	Details of Offices & Support Centre	54
	A-11	Bidder's Turnover & Profits	55
	A-12	Self Declaration - Blacklisting/ Defaulter	56
	A-13	Non-Disclosure and Indemnity Agreement	57
	A-14	Credential Letter from Organization(s)/Bank(s)	61
	A-15	Undertaking Document Correctness	62
	A-16	Undertaking - Conformance of E-tendering Solution/System	63
	A-17	Undertaking for MSME Benefits	64
	A-18	Eligibility Criteria Compliance	65
	A-19	Pre-Bid Query Format	68

**SECTION- I****INVITATION FOR BID (IFB)**

- 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, invites sealed bids i.e. technical and commercial bid from eligible bidders for empanelment cum Rate Contract for providing e-Tendering Services to the Bank. The Bank intends to utilize these e-Tendering Services for its **Head Office Kolkata & offices located throughout India**.
- 1.2** A complete set of Request for Proposal (RFP) can be obtained from the following address during office hours on all working days on submission of a non-refundable fee of **Rs.250/- (Rupees Two Hundred Fifty only)** in the form of Demand Draft/Banker's Cheque/IOI drawn in favor of **Allahabad Bank** payable at Kolkata:

Allahabad Bank
Head Office, Dept. of Information Technology,
2, Netaji Subhas Road,
Kolkata - 700001 (W.B.), India
Phone No. +91-33 -2262 3620, 2242 0995
Email -hodit.hardware@allahabadbank.in

- 1.3** The bidders, who purchase the RFP in their names only, are eligible for submission of their bid.
- 1.4** A complete set of RFP for the above purpose can also be downloaded from Bank's official website www.allahabadbank.in.
- 1.5** The bidder, who downloads the RFP from the above website, is required to submit a non-refundable fee of **Rs.250/-** in the form of DD/BC/IOI, in favour of **Allahabad Bank** payable at Kolkata, during office hours within the last date and time of submission of bid, failing 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 authentic copy for all purposes.
- 1.6** Micro and Small Enterprises (MSEs) are exempted from paying the Tender Fee (Cost of the RFP) and Earnest Money deposit amount (Bid Security), for which the concerned enterprise needs to provide necessary documentary evidences (*Including Certificate issued in the name of Bidder*) in its technical bid along with a declaration as per Annexure-17, duly authorized by Company Secretary/Director of the concerned enterprise. Further for MSEs, other provisions as per guidelines of the Government of India shall also be considered while evaluating the tender/RFP.

**1.7 The Schedule of the Bid is as follows :**

Bid particulars	Schedules
Date of Commencement of Sale of RFP	02/11/2018 12:00 Hours IST
Date & Time of Pre-Bid Meeting	08/11/2018 at 13:00 Hours IST
Last date & time for sale of RFP	27/11/2018 13:00 Hours IST
Last date & time for submission of Bids	27/11/2018 13:00 Hours IST
Date & time of Opening of Technical Bid	27/11/2018 13:30 Hours IST
Date of opening of Commercial Bid	Will be notified later to technically qualified bidders.
Place of opening of Bids	Allahabad Bank, Head Office, Department of Information Technology, 2, Netaji Subhas Road, Kolkata - 700001 (West Bengal), India.
Address for Communication	As above Tel : +91-33-2262 3620/2231 9471 E-mail : hodit.hardware@allahabadbank.in

- 1.8** All bids (Technical & Commercial) must be submitted at the same time giving full particulars in separate sealed envelopes at the Bank's above address within the time period specified, as above.
- 1.9** All bids must be accompanied by a Bid security, as specified in the RFP, and must be submitted during office hours at the above address on or before specified date and time, mentioned above.
- 1.10** Technical Bids will be opened in presence of the bidders' representatives, who choose to attend the Technical Bid Opening event on the specified date and time. Technically qualified bids will be taken up for further processing. After technical evaluation of the bids, the Commercial Bids of technically qualified bidders will be opened in presence of representatives of the technically qualified bidders, on a separate date and time, which will be notified separately to the qualified bidders.
- 1.11** No further discussion / interface will be granted to bidders whose bids have been technically disqualified.
- 1.12** Non attendance at the bid opening event (*Technical or Commercial*) will not be a cause for disqualification of any bidder.
- 1.13** The 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**



SECTION- II

INSTRUCTION TO BIDDERS (ITB)

2.1 Introduction

- 2.1.1 Allahabad Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 and having its Head Office at 2, Netaji Subhash Road, Kolkata - 700001, India, hereinafter referred as **"The Bank"** or **"the Bank"** or **"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 referred as **"Request for Proposal"** or **"RFP"**, for inviting bids from reputed organizations, hereinafter referred to as **"The bidder"** or **"the bidder"** or **"Service Provider"**, for providing services to the Bank in conducting on-line E-Tendering Process through their (Service Provider's) infrastructure (*hardware, software, web portal etc.*) and auxiliary services such as training, support etc. hereinafter referred to as **'e-Tendering Services'**, for a period of Two (02) years with a scope of further renewal for a period upto 1 year, as per the scope of work, terms and conditions mentioned in this RFP. The Bank intends to utilize these e-Tendering Services for its Branches/Offices across the country.
- 2.1.2 The Bank will Empanel Two bidders on rate-contract basis for providing E-Tendering Services through this RFP, as defined in the RFP ITB Clause 2.23.2. However Bank reserves the right to select any no. of bidders for providing the **'e-Tendering Services'** to the Bank.
- 2.1.3 This document is meant for the exclusive purpose of bidding as per the terms; conditions, Scope and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

2.2 Scope of Work

The scope of this RFP is to select Service Provider/s for providing **e-Tendering Services** to the Bank through their Infrastructure (*owned or hired*). The bidder shall co-ordinate with the Bank for smooth execution of e-Tendering Services for various tendering events conducted by the Bank & its offices. The bidder selected through this RFP, should maintain confidentiality of any type of information received in e-tendering/e-auction events conducted by them from the Bank & its offices or elsewhere.

2.2.1 The scope of work for the bidder under the RFP shall include but not limited to the following:

- 2.2.1.1 Provision of modular customized software for **e-Tendering Services** events to be conducted for the Bank using the bidder's infrastructure. The bidder should



have DC and DR in India at different seismic zone

2.2.1.2 The software & services offered by The bidder for e-Tendering Services should be compliant with:

- a) Provision of the Information Technology Act-2000 and its subsequent amendments.
- b) Central Vigilance Commission, IBA, Government of India & other Regulatory Authority guidelines on E-Procurement & E-Auction.

2.2.1.3 The proposed system should cover the full life cycle of the purchasing i.e. from Indent to placing of purchase order.

2.2.1.4 Further the proposed system/software/solution should broadly have the following modules/features and should comply with detailed product features and security guidelines provided in Annexure- 2 and Annexure-3:

- a) Creation of Requisition
- b) Creation of Tender
- c) Cancel/Re-Invite Tender
- d) Prepare Tender Document Online
- e) Approve Tender online
- f) Create Bidding formats (Eligibility/Technical/Commercial)
- g) Mapping the selected business rules on the online bidding package.
- h) Online posting/uploading of the Tenders and its addendum/s.
- i) Publish attachments to the Tenders
- j) Provision for Centralized Registration of the organizations who intend to bid, in response to the Tender floated by the Bank, hereinafter referred as “vendors”
- k) Downloading of tenders by vendors
- l) Online responses to Tenders
- m) Facility for Online pre-bid meeting (text-based).
- n) Publishing Minutes &/or replies of Pre-Bid Meeting
- o) Online Submission & Downloading of Technical bids.
- p) Online Commercial bid submission, downloading & opening with option for reverse & forward auctions.
- q) Forward / Reverse auction for the commercial
- r) Parameter driven online technical & commercial evaluation
- s) Publishing of Results of technical Result (*including scores if any*)
- t) Line item-wise bid submission.
- u) USER IDs and Passwords to be auto-generated without intervention either from the Bank/ Service Provider.
- v) Award of Contract & Rate Contract Management
- w) Detailed End-to-End Audit trail.
- x) Publish Tender Results
- y) Management Information System (MIS)
- z) Customization as per the requirements of the Bank, during the entire contract period, at no cost to the Bank.



- 2.2.1.5 The Bank should be able to use any module (as mentioned above) of the software/solution/system independently without dependency on any other module. The Bank may opt to start with one or a few modules but reserves the right to utilize all modules at a later stage at the price quoted in the commercial bid or finalized under the tender process without any escalation during the period of **Three(03) years** (*Initial Contract period of Two Year + Extension Period of One Year*).
- 2.2.1.6 The Bank should be able to retrieve **all documents pertaining to all the bids, including but limited to the Tender documents, its amendments, addendums, corrigendum etc. uploaded on the e-tendering site of The bidder and generate essential reports required** for analysis of the online bidding as well as all historical data comprising of bid history, vendor login data, **compliance statement**, online bidding summary and price break-up etc. In case of dispute in e-procurement and e-auction (forward/reverse auction), the bidder has to provide all the required information/data/log reports/server & portal uptime details/audit trails and all other relevant information of the event/s.
- 2.2.1.7 Conducting actual web-based private e-Tender events on Internet.
- 2.2.1.8 Providing information related to Web tendering format at every stage.
- 2.2.1.9 Online E-Tender events will have to be carried out as specified by the Bank without disturbing any existing processing and other activities and at the time schedules as may be indicated by the Bank.
- 2.2.1.10 It shall be the responsibility of the bidder to ensure availability of connectivity to their required resources to the vendors participating in various tender processes of the Bank.
- 2.2.1.11 The Bank reserves the right to add /amend / retain / delete any of the product features offered by the bidder subject to the Bank's requirements at that point in time.
- 2.2.1.12 The Bank's data shall be encrypted and stored in secured format. Bank should be able to retrieve the content from the same. Further data pertaining to the bank should be submitted within 15 working days of completion of every quarter in a separate media (read only) viz. CD (R)/DVD (R) etc.
- 2.2.1.13 Provide Backup management services (*conduct regular backups and restoration, if required, of critical data and systems to achieve the required service level & Banks Policy*).
- 2.2.1.14 Service Provider will jointly work with the Bank in ensuring vendors, who have been identified to participate in process of the Bank.
- 2.2.1.15 Mapping the selected business rules on to the online-bidding package.
- 2.2.1.16 It shall be the responsibility of the successful bidder to ensure availability of connectivity to the vendors/suppliers. The arrangements for a fall back acceptable to the Bank especially from the security angle should be communicated to the



vendors/suppliers participating in the E-Tender process by Service Provider, well in advance, before the auction is conducted.

- 2.2.1.17 The bidder shall customize the software suitable for Bank's Technical & Functional Requirement and make application ready for the live online e-tender events within three weeks from the date of Notification of Award of the Bank.
- 2.2.1.18 The bidder should be in a position to conduct an event within three weeks from the date of Notification of Award of the Bank. All responses to this RFP shall have to conform to this requirements and the bidder shall categorically undertake to honor the commitment of meeting this deadline. Failure to do so shall result in the bidder being liable for disqualification. **The commitment in this respect should form part of the Technical Bid from The bidder.**
- 2.2.1.19 The Bank will provide the tender document and successful bidder need to create & execute the complete event within 4 hours (maximum) from providing the tender document.
- 2.2.1.20 Successful bidder need to create dedicated e-Procurement Portal for the Bank. The bidder needs to provide a dedicated URL to Bank for conducting the events. After completion of all customization required by the Bank, successful bidder need to conduct STQC audit for the same portal, at no cost to the Bank. The STQC certificate should be issued with the name of the bank's portal.
- 2.2.1.21 The bidder should provide Handholding, Support & Helpdesk services at the Bank's Offices on connectivity & other technical issues during the event for smooth completion of e-Tendering (e-Procurement, Reverse Auction, Forward Auction) events.
- 2.2.1.22 The bidder has to arrange for customization if required in the system to meet the changes suggested by CVC/ RBI/ IBA/Govt. of India/ regulatory authorities/the Bank towards compliance without any additional cost during the contract period, at no cost to Bank. The bidder has to complete such customization within two weeks from the date notified by the Bank, failing which penalty of Rs.1,500/- will be deducted for per week delay & subject to ceiling of Rs.30,000/- after which the Bank has right to terminate the contract.
- 2.2.1.23 The bidder should have in place a documented quality and audit process. A copy of the same shall be submitted along with the technical bids. The bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third- party external auditors for conducting periodical audit. Bidder should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of VA/PT & audit reports without any cost to bank.
- 2.2.1.24 The bidder should warrant that in the course of providing e-Tendering Services to the Bank, they shall not infringe upon any third party Patent, Copyright, Design,



Trademark, or any other Intellectual Property Rights (IPR) for hardware, system software and application software. The bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement. Further Bidder will also indemnify the Bank against any such claims arising at any time either during the contract period or subsequently.

- 2.2.1.25 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the services/procurement of this RFP or any part/component thereof in India, The bidder shall act expeditiously to extinguish such claim. If the bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the bidder of such claim, if it is made, without delay.
- 2.2.1.26 The bidders shall submit, as a part of Technical bid, the Infrastructure, Hardware, Software, Power supply, Network ports, connectivity etc. required to prepare the offices of the Bank to participate in the e-tenders. It would be the responsibility of the bidder to ensure that all their requirements are met at Bank's site as well as at the sites of the vendors before the start of the event, at no cost to the Bank.
- 2.2.1.27 The E-Tendering solution proposed by the Bidder and related systems should conform to the requirements of the IT Act 2000 including its amendments.
- 2.2.1.28 The e-tendering solution proposed by the bidder and related systems should also conform to the requirements of CVC, IBA & Government of India guidelines.
- 2.2.1.29 The Bank reserves the right to add /amend /retain /delete any of the product features offered by the bidder subject to the Bank's requirements at that point in time.

2.2.2 Training and Support:

- 2.2.2.1 The bidder has to provide training to the bank officials at the Bank's location, at no cost to Bank. The training will be provided to the bank for each process of e-procurement (e-tendering and / or e-auction). The bidder has to provide Training to bank's Procurement team (minimum 10) on administering, monitoring, supervising and usage of e-Procurement solution provided by the bidder by conducting mock events. The training shall cover the beginning to end process of e-procurement. The duration of the training program shall not be less than 2 working days. The details of the training are to be provided by the bidder and shall be subject to evaluation by the Bank to ensure that all the components of the system are covered in the training by the bidder.



- 2.2.2.2 The bidder shall provide training to Administrators and Users of the application as well as providing training to the prospective vendors during each event, at no cost to the Bank. The bidder shall provide support and helpdesk services through qualified and competent support team for assisting Bank users and external bidding participants (vendors) on connectivity and other technical issues while conducting the online tender events. It shall be the responsibility of the bidder to ensure availability of the system.
- 2.2.2.3 The bidder shall provide the escalation matrix for the bank for the support activities requirement.
- 2.2.2.4 Further the successful bidder will provide application manual and video tutorials for event creation to the Bank. The manual should contain description of each option available in the application.
- 2.2.2.5 To meet the scope of work stated by Bank, all out of pocket expenses, travelling, boarding and lodging expenses for the entire contract period should be a part of the commercial bid submitted by the bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

2.2.3 Helpdesk Requirement

- 2.2.3.1 Bidder has to provide 24*7, 365 days a year, online dedicated support facility through phone, email and SMS alerts by onsite/remote staff depending on the criticality of the issue. Final Submission/Reverse Auction related issues should be resolved within maximum 30 minutes and all other issues should be resolved within maximum 5 hours from the time notified by the Bank, through Email/SMS/Phone, failing which penalty will be applicable, as per the RFP ITB Clause ITB 3.10.2.
- 2.2.3.2 Escalation process should be in place for unresolved issues.
- 2.2.3.3 The bidder support staff should be well trained to effectively handle queries raised by the Bank, Vendors, etc
- 2.2.3.4 The bidder should have ability to generate MIS reports periodically for example: volume of calls per day, resolution % per day etc.
- 2.2.3.5 The bidder should have proven experience and expertise in providing 24*7, 365 days help desk support.

2.2.4 Adherence of Cyber Security Policy

- 2.2.4.1 Bidders are liable for not meeting the security standards or desired security aspects as per the Bank's Information Technology/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.



2.2.4.2 The Selected Bidder should be aware about the Bank’s IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank’s data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected bidder would be required to compensate the bank to the fullest extent of loss incurred by the bank.

2.2.4.3 Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign “Non-Disclosure Agreement” document provided by Bank.

2.2.5 Monitoring & Audit

2.2.5.1 Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The bidder must provide the Bank access to various monitoring and performance measurement systems. The bidder has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.

2.2.5.2 For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the bidder. These tools should be a part of the proposed solution/system.

2.3 Eligibility Criteria

Sl. No.	Eligibility Criteria for the bidder	Documents Required to be submitted by the bidder**
1	The bidder must be registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least 5 years as on date of RFP.	Certification of Incorporation / Partnership Deed in the name of Bidder <i>(To be submitted as Annexure -20)</i>
2	The bidder should have valid ISO 27001 (ISMS) & ISO 9001 certification for providing e-Tendering Services, as on date of RFP.	Documentary evidence in support should be submitted duly signed by the Authorized signatory along with copies of the ISO certificates signed by the authorized signatory. <i>(To be submitted as Annexure -21)</i>
3	The bidder should have STQC (<i>Standardization Testing and Quality Certification</i>) certificate with current validity for e-Tender and e-Auction solution offered. The proposed solution & system should conform to IT Act 2000 & its amendment/s, CVC, IBA and GOI guidelines on E-Procurement & E-Auction (<i>Including instructions prescribed in CVC Circular no.: 01/01/2012 dated 12.01.2012</i>).	Copy of the STQC certificate (<i>To be submitted as Annexure -22</i>) and declaration (<i>as per Annexure-16</i>) confirming compliance of the offered solution/system as per the referred clause.



Sl. No.	Eligibility Criteria for the bidder	Documents Required to be submitted by the bidder**
4	The bidder should have annual turnover of at least INR 1 Crore (<i>Rupees One Crore</i>) in each of last three financial years i.e. 2015-16, 2016-17 & 2017-18. Further their net profit (<i>profit after tax</i>) should have been positive in each of the last three financial years, as above.	Audited Balance sheets and Profit & Loss statements for the financial years 2015-16, 2016-17 & 2017-18 along with certificate from the Chartered Accountant, as per the referred clause (<i>Annexure -11</i>).
5	The bidder must have their own office/support person in Kolkata and at least at three more cities.	Details of own Offices & support centre as per Annexure-10 along with documentary proof.
6	The bidder must have been Service Provider for e-Tender & e-Auction solution in at least 3(three) PSUs/ Scheduled Commercial Banks in India during the last 3 years i.e. 2015-16, 2016-17 & 2017-18.	Documentary evidence on the concerned organization's (PSU/Scheduled Commercial Bank) Letter head in support should be submitted, as per Annexure-14.
7	The bidder must have been providing the proposed solution/e-Tendering services in at least One Public Sector Bank (<i>having more than 2000 branches</i>), as on date of RFP.	Documentary evidence from the concerned Bank should be submitted, confirming the eligibility of The bidder, as per the clause. <i>(To be submitted as Annexure -23)</i>
8	The bidder should have conducted minimum 200 e-tendering events in each of the last three financial years i.e. 2015-16, 2016-17 & 2017-18 in PSUs/PSBs/Government Organizations in India.	Documentary evidence on Company Letter head in support should be submitted along with Credential Certificates/Letters from the concerned organization. <i>(To be submitted as Annexure -24)</i>
9	The bidder shall have complete IPR (<i>Intellectual Property Rights</i>) of the proposed E-Tendering solution/system.	An affidavit, stating the same and certifying that there is no other legal claims on the software or IP, to be submitted. <i>(To be submitted as Annexure -25)</i>
10	The bidder should provide documentary evidence confirming that their software is staged on excellent infrastructure hosted in India and have been providing comprehensive support to online tendering & auction events. Further Service Provider has to provide the details on the following parameters: i. Number of staff on technical helpdesk. ii. Locations supported in India Online and Offline. iii. Concurrent Location Support in India - Online and offline. iv. Number of concurrent events that can be conducted.	Documentary evidence with all required details, in support should be submitted on the Company Letter head. <i>(To be submitted as Annexure -26)</i>



Sl. No.	Eligibility Criteria for the bidder	Documents Required to be submitted by the bidder**
	v. Contact address list of offices across the country vi. Quality & Audit process	
11	The bidder should not be a defaulter for any State or Central Government or Bank in last two years from the date of RFP and should not have been blacklisted/debarred by any banking or insurance company or PSUs or Government Organizations as on date of the RFP.	An undertaking to this effect on The Company Letter head should be submitted. <i>(As per Annexure -12)</i>
12	The bidder should have Data Centre (<i>their own or hired</i>) located in India with a suitable DR setup (<i>their own or hired</i>) for Business Continuity at a different seismic zone, with required hardware and software etc.	Documentary evidence in the form of self declaration, with details of DC and DR should be submitted on the Company Letter Head confirming necessary DR arrangement in line with regulatory guidelines. <i>(To be submitted as Annexure -27)</i>
13	The Proposed Solution should be PKI enabled and should support industry standard encryption algorithm conforming to IT Act 2000 and subsequent amendments to it.	An undertaking to this effect on The Company Letter head should be submitted. <i>(As per Annexure -16)</i>

** The documents should be signed by The bidder's Authorized Signatory with proper seal and must be submitted along with their technical bid. Further Bidder need to submit the Power of Attorney / Board Resolution of the authorized signatory, who is signing the Bid Document.

2.4 Two Bid System Tender

- 2.4.1 Separate Technical & Commercial Bids in duplicate duly sealed and super-scribed 'Quotation for e-tendering Services - Technical Bid' and 'Quotation for e-tendering Services- Commercial Bid' shall be submitted as per bid details given in the RFP.
- 2.4.2 The bidder will take care of submitting the Bid properly filed so that the papers are not loose. The Bids, which are not sealed as indicated above, are also liable for rejection.
- 2.4.3 The tender not submitted in the prescribed format or incomplete in details is liable for rejection. The Bank is not responsible for non receipt of bid within the specified date and time due to any reason including postal delays or holidays.
- 2.4.4 **Copy bid: Please note that copy bid of both technical and commercial offers have to be submitted along with their originals in separate sealed envelopes. Offers received without copy bid are liable to be rejected.**
- 2.4.5 **Bidder has to submit the Bid in Two Envelopes, as under:**

Envelope-I (Technical Offer)



- (a) The technical bid will be evaluated for technical suitability as well as for other terms and conditions.
- (b) All the formats need to be filled in exactly as per the pro-forma given in the Annexures and any deviation is likely to cause rejection of the bid.
- (c) The documents supporting eligibility criteria and the product features, as listed in Annexure 2 & 3, shall be submitted in its technical bid along with all other documents.

Bidder has to provide its exact offer in the "Bidder Response" Column of Annexure-2 & Annexure-3. Filling of the information using terms such as "OK", "Accepted", "Complied", "Noted", "As given in Brochure/ manual" is not acceptable under "Bidder Response" column. Further Bidder has to comply each point, mentioned in Annexure-2 & Annexure-3.

- (d) The offer may not be evaluated by the Bank in case of non adherence to the format or partial submission of technical details as per the format given in the RFP.
- (e) The Technical Bid shall comprise of
 - i. Covering letter in Company's / Firm's letter head duly signed by authorized signatory with name, title and seal (Copy of Power of attorney)
 - ii. Eligibility Criteria (All relevant annexure & documents as per ITB Clause 2.3)
 - iii. Bid Form (Annexure-1)
 - iv. Compliance for Technical Specifications (Annexure-2)
 - v. Compliance for Security Considerations (annexure-3)
 - vi. Bid security Form (Annexure-4)
 - vii. Bidder's Information (Annexure-5)
 - viii. Technical / Commercial Deviation Statement (Annexure-6)
 - ix. Undertaking for Document Correctness (Annexure-15)
 - x. Eligibility Criteria Compliance.

2.4.6 The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company / firm.

Envelope-II (Commercial Offer)

The suggested format for submission of Commercial bid is as follows:

- a) Covering Letter in Company's / Firm's letter head duly signed by authorized signatory with name, title and seal.
- b) Bid Form (Copy of Bid Form submitted along with Technical Bid) (Annexure-1)
- c) The cost of specified Services as defined in this RFP. To be submitted as per Commercial bid format (Annexure-7).
- d) Price must be quoted in Indian Rupees only.



- e) The commercial bid shall be on a fixed price basis. The rate must **include** all costs, taxes and levies **excluding** only GST. No price variation other than GST will be permitted during the period of **Three(03) years** (*Initial Contract period of Two Year + Extension Period of One Year*)
- f) The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner.

2.5 Non-Transferable Tender

This tender document is not transferable. Only The bidder, who has purchased this tender document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the bidding process.

2.6 Terms and Conditions

Terms and conditions for bidders who participate in the tender are specified in the section called "Terms and Conditions of the Empanelment Contract". These terms and conditions will be binding on all the bidders and will also form a part of the contract, to be signed with the successful bidder on conclusion of this tender process.

2.7 Erasures or Alterations

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

2.8 Cost of Bidding

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

2.9 Contents of RFP

2.9.1 The requirements, bidding procedures and contract terms are prescribed in the RFP.

The RFP includes four sections

- a) Invitation for Bid (IFB)
- b) Instruction to Bidders (ITB)
- c) Terms & Conditions of the Empanelment Contract
- d) Annexures.

2.9.2 The bidder is expected to examine all instructions, Annexures, terms and conditions etc. in the Bidding Documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in any aspect will be at the bidder's risk and may result in the rejection of its bid.

2.10 Pre-Bid Meeting

2.10.1 The prospective bidders, who have purchased a copy of the RFP or submitted the bid



price (for downloaded RFP) or MSME organizations, shall be permitted to attend a pre-bid meeting to be held as indicated in the Invitations for Bids. Upto a maximum of 2 (two) representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the purchaser, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.

- 2.10.2 The purpose of the meeting is to clarify issues and to answer the questions on any matter that may be raised upto that stage. The issues/questions to be raised must be in writing. The purchaser will have liberty to invite 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.
- 2.10.3 Bank is not liable to answer the queries raised by the prospective bidder after the Pre-Bid Meeting.
- 2.10.4 Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting, shall be made by the purchaser exclusively through the issue of an Addendum and will be sent to all prospective bidders who have purchased the RFP, allowing at least 7 days time prior to the last date for receipt of bids.
- 2.10.5 Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

2.11 Amendment to RFP

- 2.11.1 Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting or otherwise, shall be made by the purchaser exclusively through the issue of Addendum/Corrigendum.
- 2.11.2 At any time prior to the deadline for submission of bids, the purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the RFP by amendment.
- 2.11.3 All prospective bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail or through addendum and will be binding on them.
- 2.11.4 In order to allow prospective bidders reasonable time, in which to take the amendment into account in preparing their bid, The Bank, at its discretion, may extend the deadline for the submission of bid.

2.12 Language of Bid

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

2.13 Bid Validity

Bid shall remain valid for **180 days** from the date of opening of Technical Bid.

2.14 Bid Security - Earnest Money Deposit

The bidder shall furnish as part of its bid, bid security of **Rs. 15,000/- (Rupees Fifteen**



Thousand only).

- 2.14.1 The bid security is required to protect the Bank against risk of bidder's conduct during the period of bid validity.
- 2.14.2 The bid security shall be denominated in Indian Rupees only and shall be any one of the following forms.
- a) A bank guarantee issued by a Scheduled Commercial Bank in India or a Foreign bank located in India, in the "Form" (Annexure-4) provided in the RFP and valid for thirty (30) days beyond the validity of the bid;
Or;
 - b) A Demand Draft/Pay Order/IOI issued in favor of "Allahabad Bank" and payable at Kolkata.
- 2.14.3 Any bid not secured in accordance with RFP Clause may be rejected by the purchaser as non-responsive.
- 2.14.4 The bid security will have to be submitted for a period of 180 + 30 days from the date of opening of technical bid. A bid security valid for a shorter period may be rejected by the purchaser as non responsive.
- 2.14.5 If the bid security submitted in the form of DD/BC/IOI expires during the bid validity period as mentioned above clause, bidder has to revalidate the DD/BC/IOI & submit the same within 3-4 days after the date of expiry of the DD/BC/IOI. Failure to do so, may lead for disqualification of bid & suitable action as deemed fit by the Bank will be taken.
- 2.14.6 The bid security may be forfeited :
- (a) If a bidder withdraws its bid during the period of bid validity specified in the RFP;
- Or**
- (b) In case of the successful bidder, if the bidder fails or refuses:
 - i) To execute the Contract Form in accordance with clause-2.27 of Section-2 (Instruction to bidders) of the RFP; **or**
 - ii) To perform, in accordance with the Terms and Conditions of the RFP or Contract; **or**
 - iii) To furnish the Empanelment Security, in accordance with clause-3.2 of Section 3 (Terms and Conditions of the Empanelment Contract) of the RFP.
- 2.14.7 The bid security of the unsuccessful bidders will be returned after the completion of the process, whereas the bid security of the finally selected bidder will be returned after the submission of the Empanelment Security & Signing of the Contract.
- 2.14.8 No interest will be paid by the Bank on the Bid Security so deposited.
- 2.14.9 In exceptional circumstances, the purchaser may solicit the bidders' consent to an



extension of the period of bid validity. The request and the responses there to shall be made in writing or by fax/email. The bid security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after the completion of the process.

2.15 Format and Signing of Bid

- 2.15.1 The bidder shall prepare two copies each of the Technical & Commercial bid clearly marking each "Original Bid" and "Copy Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. Original copy of bid security should be submitted with the Original Bid.
- 2.15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by The bidder or a person or persons duly authorized to bind The bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialed by the person or persons signing the bid.
- 2.15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by The bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

2.16 Submission of Bid

The bidder shall seal the original and copy of the bids separately.

- 2.16.1 Thus there will be 2 outer envelopes named as Original Bid and Copy Bid.
- 2.16.2 Original Bid packet should contain 2 separate sealed envelopes one containing '**Quotation for E-Tendering Services - Technical Bid**' and another '**Quotation for E-Tendering Services- Commercial Bid**'. Original Bid Security should be submitted in the envelope of Technical Bid of Original Bid packet.
- 2.16.3 Copy Bid packet should contain 2 separate sealed envelopes one containing 'Quotation for e-tendering Services - Technical Bid' and another 'Quotation for e-tendering Services- Commercial Bid' A photocopy of the bid security should be submitted in the envelope of Technical Bid of Copy Bid packet.
- 2.16.4 All the inner and outer envelopes shall be addressed to the purchaser at the address given below:

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

- 2.16.5 If the outer envelopes are not sealed and marked, the purchaser will assume no



responsibility for the bid's misplacement or premature opening.

2.16.6 Telex, Cable, Facsimile or E-mail Bids will be rejected.

2.17 Deadline for Submission of Bid

2.17.1 Bids must be received by the purchaser at the address specified under ITB Clause 2.16.4 and not later than the time and date specified in the IFB. In the event of the specified date for the submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

2.17.2 The Bank may, at its discretion, extend the deadline for submission of Bids by amending the RFP in accordance with ITB Clause-2.11, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.18 Late Bid

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, in Invitation for Bid, will be rejected and returned unopened to the bidder.

2.19 Bid Opening

The purchaser will open only the Technical Bids as per the schedule mentioned in IFB. The Commercial bids for technically qualified bidders only will be opened on a later date subsequent to the technical evaluation. The Bank will notify the date and time of opening of the Commercial bids to the technically qualified bidders. Attendance of all the authorized representatives of The bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.

The following details will be announced at the bid opening:

- a) Bidder's names,
- b) Technical Details (in case of Technical bid opening),
- c) Bid Prices & Discounts if any (in case of Commercial bid opening),
- d) Presence or absence of Bid Security (in case of Technical bid opening) and such other details as the purchaser, at its discretion, may consider appropriate.

2.20 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of offers the purchaser may, at its discretion, ask some or all bidders for clarification /compliance of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. If the clarification/compliance sought by the Bank from The bidder is not submitted within the stipulated time period specified to the bidder, The Bank reserves the right to disqualify the bid of that bidder as "non - responsive".



2.21 Preliminary Examination

- 2.21.1 Allahabad Bank will examine the bids to determine whether the bids are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 2.21.2 Bids without proper documents showing the tie-up arrangements with the partners involved in the supply of the total solution shall be treated as non-responsive.
- 2.21.3 Arithmetical errors will be rectified on the following basis.
- “If there is a discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of the errors, its Bid will be rejected.”
- 2.21.4 The Bank, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all Bidders and Allahabad Bank reserves the rights for such waivers.
- 2.21.5 Prior to the detailed evaluation, Allahabad Bank will determine the substantial responsiveness of each Bid to the RFP. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the RFP without material deviations. The Bank’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 2.21.6 If a Bid is not substantially responsive, it will be rejected by Allahabad Bank and may not subsequently be made responsive by the bidder by correction of the non-conformity.

2.22 Contacting the Bank

- 2.22.1 No bidder shall contact the purchaser on any matter relating to its Bid, from the time of the bid opening to the time of final selection of the bidder.
- 2.22.2 Any effort by a bidder to influence the purchaser in the purchaser’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder’s bid.

2.23 Evaluation of Bids

2.23.1 Technical Evaluation

- 2.23.1.1 The Technical Bids opened will be evaluated by the Bank on the basis of following criteria -
- a) Completeness of the Technical bid (including eligibility criteria, Annexures etc.) in all respects and availability of all information/details.
 - b) Point to point conformity of the offered Technical Specifications & Security Considerations (Annexure-2 & 3) asked in the RFP.

Note: Bidder has to provide its exact offer in the “Bidder Response” Column of Annexure-2 & Annexure-3. Filling of the information using terms such as “OK”, “Accepted”,



“Complied”, “Noted”, “Partially Complied”, “As given in Brochure/ manual” is not acceptable under “Bidder Response” column. Further Bidder has to comply each point, mentioned in Annexure-2 & Annexure-3, as per the requirement of the RFP.

2.23.1.2 The Bank will first scrutinize the eligibility of prospective bidders as per ‘Eligibility Criteria’ mentioned in ITB Clause-2.3, based on the documents submitted. Thereafter, other technical details as sought in the RFP will be taken up for further scrutiny.

2.23.1.3 **Presentation**

Further bidders will be required to give a presentation along with product walkthrough on the proposed solution and it will be a part of technical evaluation bidder. Further Bank may provide indicative agenda for the presentation before the actual presentation date. Bidder has to score a minimum of 70 marks out of 100 marks in its presentation. Only those bidders, who qualifies in all the parameters viz. Eligibility Criteria, Technical Requirement & Security Consideration of the solution/system, Presentation etc., will be declared as technical qualified for next phase and bids of only those bidders will be considered for commercial evaluation.

2.23.1.4 Any deviation to above clauses will lead to disqualification. During a contract period if it is found that bidder has provided a wrong/false commitment of any feature / functionality / technical specifications / security considerations / eligibility criteria etc. in its bid, then Bank will forfeit the Performance security of The bidder & may take suitable action as deemed fit against The bidder.

2.23.2 Commercial Evaluation

2.23.2.1 The Bids technically qualified pursuant to ITB Clause-2.23.1 will be commercially evaluated by the Bank.

2.23.2.2 The Bank will open and scrutinize the commercial bids of the technically qualified bidders only as per Annexure-7. The commercial bid submitted in the format as per Annexure-7 shall be evaluated. Commercial bid should not have any alteration or overwriting.

2.23.2.3 Evaluation of all eligible bidders will be done in Indian Rupees only. Evaluation will not be based on any conditional / additional discount.

2.23.2.4 For commercial evaluation, Price quoted by bidder in its Commercial Bid (Annexure-7), will be the basis of comparison amongst the eligible Bidders to rank them, in order to determine the lowest evaluated Bid & Ranking of bidders will be done accordingly.

2.23.2.5 The bidder quoting the lowest price in its commercial bid will be declared lowest bidder (L1 Bidder) & subsequently ranking of the other bidders will be done accordingly.



2.23.2.6 Bank intend to select bidders for the Empanelment cum Rate Contract for providing e-Tendering Services to the Bank for its offices located throughout in India, as per the below clauses:

- a) L1 bidder will be selected by the Bank for the Empanelment cum Rate Contract & 60% orders will be placed to the L1 bidder, during the Contract Period.
- b) Bank will ask the L2 bidder to match its price with the price quoted by L1 bidder. If L2 bidder agrees to match the price of L1 bidder & provide the e-Tendering Services to Bank at the price quoted by the L1 Bidder, The Bank will select the L2 Bidder for the Empanelment cum Rate Contract & 40% orders will be placed to the L2 bidder during the Contract Period. If L2 bidder does not agree to match the price of L1 bidder, an opportunity will be given to L3 Bidder for the same.
- c) In Case, both L2 & L3 bidder does not agree to match the price of L1 bidder. Bank will select only a single bidder for the Empanelment cum Rate Contract & all orders will be given to him. No further opportunity will be given to L4 & higher Bidder.

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

2.24 The Bank's Right

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

2.24.2 The purchaser reserves the right to accept any Bid in part or whole.

2.25 Notification of Award

2.25.1 Prior to expiration of the period of bid validity, the Bank will notify the successful bidder (selected by the Bank as per RFP ITB Clause 2.23.2) in writing by letter or fax/email to be confirmed in writing by letter, that its bid has been accepted.

2.25.2 The notification of award will constitute the formation of the Contract.

2.25.3 Upon the successful bidder's furnishing of Empanelment Security pursuant to Clause 3.2 of Terms and Conditions of Empanelment Contract Section of the RFP, the Bank will notify each unsuccessful bidder and will discharge its bid security.

2.26 Empanelment Security

2.26.1 The bidders selected for empanelment shall furnish a bank guarantee as empanelment security valid for a period of 2 Year from the date of signing of contract with a claim



period of three months from the date of expiry of guarantee for an amount of Rs.75,000/- (*Rupees Seventy Five Thousands Only*).

2.26.2 The empanelment security is required to protect the Bank against risk of empanelled vendors conduct during the period of empanelment/contract.

2.27 Signing of Contract

2.27.1 At the same time as the Bank notifies the bidder that its bid has been accepted, the bank will send the bidder the Contract Form (Annexure-8) provided in the RFP, incorporating all agreements between the parties.

2.27.2 Within 10(Ten) days of receipt of Contract Form, The bidders shall sign and date the contract and return it to the purchaser along with the required Empanelment Security.

2.28 Period of Contract

The period of contract shall initially be for a period of 2 year from date of signing of the contract, which may be renewed for further period of one year, at the discretion of the Bank, on the same terms and conditions of the RFP & commercial offer. The Bank shall have the option of terminating the contract anytime during the contract period.

In case of shifting of the services to a new Service Provider, the existing Service Provider shall extend all required support for smooth switch over/migration.



Section- III

TERMS AND CONDITIONS OF THE EMPANELEMENT CONTRACT

3.1 Definitions

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

- (a) **“The Bank”** or **“the Bank”** or **“Purchaser”** means Allahabad Bank.
- (b) **“Service Provider”** or **“The bidder”** or **“the bidder”** means the company / firm selected by the Bank for providing the E-Tendering Services under the contract.
- (c) **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (d) **“E-Tendering Services”** means services to be delivered by The bidder to the Bank under the Contract, in conducting on-line E-Tendering Process and providing auxiliary services such as training, support etc, as per the scope of work and Terms mentioned in the RFP.

3.2 Empanelment Security

- 3.2.1 Service Provider(s) will have to provide Bank Guarantee (**Format: Annexure-9**) of **Rs.75,000/-** (*Rupees Seventy Five Thousand only*) towards Empanelment Security while submitting the acceptance of order. The validity of this Bank Guarantee should be for a minimum period of 24 months with a claim period of 3 months from the date of Signing of the Contract.
- 3.2.2 The Empanelment Security may be forfeited in case of failure of service provider to meet the performance obligation under the contract.

3.3 Prices

- 3.3.1 The Unit rate once offered by The bidder in its Commercial Bid (Annexure-7) must remain same for a minimum period of **Three(03) years** (*Initial Contract period of Two Year + Extension Period of One Year*) and shall not be escalated during the performance of the contract due to fluctuation in foreign currency or change in the duty/tax structure or for any other reason. The entire benefits/advantages arising out of fall in prices, duty/tax or any other reason, must be passed on to the Bank without the Bank specifically asking for it. However, the fluctuations, if any, in Service tax/GST, as applicable, shall be considered accordingly.
- 3.3.2 To meet the scope of work stated and Terms & Conditions of the Bank, all out of pocket expenses, travelling, boarding and lodging expenses for the entire contract period should be a part of the commercial bid submitted by The bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.



3.4 Performing the E-Tendering Services

Service Provider selected through the RFP, shall customize the software suitable for Bank's Technical & Functional Requirement and terms of the RFP and make application ready for the live online e-tender events within three weeks from the date of Notification of Award of the Contract

3.5 Indemnity

3.5.1 The bidder should warrant that in the course of providing e-procurement services to the Bank, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights (IPR) for hardware, system software and application software. The bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement. Further, Service Provider /Bidder will also indemnify the Bank against any such claims arising at any time either during the contract period or subsequently.

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

3.6 Governing Language

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

3.7 Applicable Law

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

3.8 Publicity

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

3.9 Liquidated Damages (LD)

3.9.1 If the readiness of the solution/system is not completed & confirmed by Service Provider, within 3 weeks from the date of Notification from the Bank, a penalty at the rate of Rs.500/- per day will be levied maximum upto Rs.30,000/- and after that bank may cancel the contract.



- 3.9.2 The liquidated damages shall be deducted / recovered by the Bank from any amount due or becoming due to the bidder under this contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders.
- 3.9.3 Liquidated Damages is not applicable for the reasons attributable to the Bank and Force Majeure.

3.10 Service Level Agreement (SLA) Penalty

- 3.10.1 The bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If The bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document/RFP, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as SLA Penalty / Liquidated Damage for non-performance.
- 3.10.2 If Service Provider fails to conduct any event of the project within the schedule time (*4 hours from the time the bank has notified bidder*), Bank may deduct 10% of the Project Cost price (*as quoted in its commercial Bid*) for that particular events as SLA penalty. However Maximum cap for all the event of the Project/Tender will be the Total cost quoted in the Commercial Bid.
- 3.10.3 Service Provider has to provide services 24*7 during a year, online dedicated support facility through phone, email and SMS alerts by onsite/remote staff depending on the criticality of the issue. Final Submission/Reverse Auction related issues should be resolved within maximum 30 minutes and all other issues should be resolved within maximum 5 hours from the time notified by the Bank, through Email/SMS/Phone, failing which penalty will be applicable, as per the RFP ITB Clause 3.10.2.
- 3.10.4 Bank may recover the above stated SLA Penalty/LD amount from any payment being released to the successful bidder, irrespective of the fact whether such payment is releasing to this contract or otherwise.
- 3.10.5 Service Provider has to arrange for customization if required in the system to meet the changes suggested by CVC/ RBI/ Govt. of India/ regulatory authorities/the Bank towards compliance without any additional cost during the contract period, at no cost to Bank. The bidder has to complete such customization within two weeks from the date notified by the Bank, failing which penalty of Rs.1,500/- will be deducted for per week delay & subject to ceiling of Rs.30,000/- after which the Bank has right to terminate the contract
- 3.10.6 Apart from the above, if any act or failure by The bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.



3.11 Payment Terms

100% Payment will be released within 30 days after completion of individual E-Tendering project on receipt of invoice/bill from Service Provider on a quarterly basis, after deducting applicable SLA penalty/s.

3.12 Audit

- 3.12.1 The bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our inspection and/or other functions. The bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.
- 3.12.2 The bidder has to ensure compliance of Information Security according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.
- 3.12.3 In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.
- 3.12.4 Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.
- 3.12.5 To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the bidder shall afford the Bank's representative access to the bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.



3.13 Force Majeure

- 3.13.1 The bidder shall not be liable for forfeiture of its performance security or termination for default, if any, to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 3.13.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of The bidder and not involving The bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3.13.3 If a Force Majeure situation arises, the bidder shall promptly notify the purchaser in writing of such condition and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.14 Termination for Default

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

- a. if Service Provider fails to make the system available for the Bank within the time period(s) specified in the Contract/RFP; or
- b. if Service Provider fails to execute the contract; or
- c. if Service Provider fails to perform any of its obligations set forth in RFP/ Contract; or
- d. Serious discrepancies noted in the inspection & audit process
- e. if Service Provider, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.15 Contract Termination / Cancellation:

The Bank reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by the Bank under the following circumstances:-

- 3.15.1 The selected Bidder commits a breach of any of the terms and conditions of the bid.
- 3.15.2 The bidder goes into liquidation, voluntarily or otherwise.
- 3.15.3 An attachment is levied or continues to be levied for a period of seven days within the contact period.
- 3.15.4 If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the performance security as liquidated damages for the delay.



- 3.15.5 If deductions on account of Liquidated Damages and / or Service Level Penalties reaches Rs.30,000/-.
- 3.15.6 In case the selected Bidder fails to deliver the quantity/quality as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- 3.15.7 After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, The Bank reserves the right to get the balance contract (remaining work) executed by another party of its choice by giving three months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which The Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.

3.16 Consequences of Termination

- 3.16.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise. The Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which The bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and assist any other person / organization as may be selected by the Bank to take over the obligations in relation to the execution / continued execution of the scope of the Contract.
- 3.16.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank, The bidder herein shall be obliged to provide all such assistance to any person / organization as may be required and as the Bank may specify including training, where the successor(s) is a representative / personnel of the Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term / earlier termination hereof.
- 3.16.3 Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise.
- 3.16.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.



3.17 The bidder's Integrity

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

3.18 The bidder's Obligations

- 3.18.1 The bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 3.18.2 The bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanours.
- 3.18.3 The bidder is under obligation to perform as per the terms & condition and scope of work mentioned in this RFP of the Bank.
- 3.18.4 The bidder will treat as confidential all data and information about the bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the bank.

3.19 Use of Contract Documents and Information

- 3.19.1 The bidder shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance. The selected vendor should submit Non-Disclosure & Indemnity Agreement (*Annexure-13*) as part of the Contract sealed and signed by the authorised signatory.
- 3.19.2 The bidder shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 3.19.3 Any document, other than the Contract itself, shall remain the property of the bank and shall be returned (in all copies) to the Bank on completion of the bidder's performance under the Contract if so required by the Bank.

3.20 Contract Amendment

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

3.21 Integrity Pact

The appointment of Independent External Monitor (IEM) in the Bank is under process. However, the bidder is bound to provide all necessary documents or any agreement as deemed necessary as per CVC guidelines or appointed IEM.



3.22 Assignment

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

3.23 Corrupt or Fraudulent Practices

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

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

And

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

The Bank will reject a proposal for award if it determines that The bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

3.24 Arbitration

3.24.1 The bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. 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.
- b. The matter will be referred for negotiation between Authorized Official of the Bank and the Authorized Official of The bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

3.24.2 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 in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

3.24.3 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 45 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.

3.24.4 The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. 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.

3.24.5 The bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

3.25 Privacy and Security Safeguards

The successful bidders 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 successful bidder under this contract or existing at any purchaser location.



Section-IV (Annexures)

Annexure-1

Bid Form

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

Date:

To:

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

Having examined the RFP (Ref. No. **HO/DIT/ETENDER/2017-18/118 dated 02/11/2018**) including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide thee-Tendering Services to the Bank, in conformity with the said RFP and in accordance with the our proposal and made part of this bid.

We undertake, if our bid is accepted for empanelment, to deliver the services in accordance with the scope of work and terms & conditions specified in the RFP by the Bank.

Further If our bid is accepted for empanelment, we will obtain the guarantee of a Bank for a sum of Rs.75,000/-*(Rupees Seven five Thousand only)* as empanelment security in the form prescribed by the Bank.

We agree to abide by this bid for the period upto 180 days from the date of opening of technical bids 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 undertake that after contract period, or during it if and when the contract gets/is terminated, Bank reserves the right to receive the backup of all the data related to Bank including logs without any cost.

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

Name & Address of The bidder’s Official for Single Point of Contact:
.....

We understand that the bank is not bound to accept any/all the bids the bank may receive.

Place:

Date:

Seal & Signature of Authorized Signatory

(Name & Designation)

Note: *The bidder shall necessarily provide a copy of ‘Power of Attorney’ authorizing the signatory for signing the Bid on behalf of the bidder in its Bid.*

**Annexure-2****Technical Specifications Required for the Proposed E-Tendering Solution/System**

RFP Ref. No. - HO/DIT/ETENDER/2017-18/118 dated 02/11/2018

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

Sl. No	Technical Specifications required	Bidder's Response	Compliance (Yes/No)
1	INFRASTRUCTURE		
1.1	The DR setup for Business Continuity should be located at a different seismic zone within India, with required hardware and software, application software etc, including required redundancy for security viz. firewall, IDS, IPS etc. The Disaster Recovery Site shall be replica of the Data Centre set up in terms of Hardware, Software and Network equipment etc. In case of any failure at the Production Data Centre the operations shall be restored through the DR site within 30 minutes of failure of DC.		
1.2	The DR Site should be Hot.		
1.3	The system should be PKI enabled and should support industry standard encryption algorithm conforming to IT Act 2000 and its subsequent amendments.		
1.4	The system should work with the Digital Certificates issued by any of the Certifying Authorities in India		
1.5	The system should support evaluation based on a formula by which weightage can be allocated for Technical and Commercial Bids.		
1.6	The entire E-Tendering data should be stored in encrypted form.		
1.7	Service Provider should be able to provide all the E-Tendering data on CD(R)/DVD (R) etc. on a quarterly basis, within 15 days		
1.8	Service Provider should have a well-organized Help-line during the events conducted by the bank		
2	TECHNICAL REQUIREMENT		
2.1	The proposed system should cover full life cycle of the purchase (From Indent to Purchase Order)		
2.2	The various stages of the solution being proposed should be modular and should be capable of being implemented independent of each other.		
2.3	The Service provider shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights (IPR) for hardware, System Software, and Application Software, in the course of providing e-tendering services to Allahabad Bank.		
2.4	The service provider shall indemnify and at all times keep Allahabad Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such		



	infringement. Further the service provider shall also indemnify Allahabad Bank against any such claims arising at any time either during the contract period or subsequently		
3	USER INTERFACE		
3.1	GUI based Wizard Driven Configuration Customized Look & Feel, Graphical Representation, Online/Onscreen help features, Auto scaling with details in graphical forms etc.		
3.2	Dedicated sub-domain for each client is created i.e. https://allahabadbank.xxx.com within which the Client can create multiple departments & users in the respective departments. There would be one Client Administrator who can create Department Administrators for each of the Department that is created within this particular sub-domain. Also the users can be created either by the Client Administrator or the respective Department Administrator. The actions of the respective users can be restricted depending on the Roles & Rights that is assigned to each one of them.		
3.3	Home Page should have search option with different parameters like Tender/Auction number, Tender/Auction Date, Tender/Auction Status, Tender/Auction Value etc.		
3.4	Access to the system by the Bank as well as proposed vendors should be by the way of User-ID/Password for some Tenders (say for small values) and also through digital signatures for some tenders. Both ways of access should be able to decide which Tenders will be accessed through User-ID/Password and which will be through digital signatures.		
3.5	It should be possible to create Tender owners and users with any of the two modes i.e. User ID - password or with digital signatures.		
3.6	The system should have the provision for atleast Three (03) levels of ACCESS Control in bank: <ul style="list-style-type: none"> ➤ Administrator : Who will be super user and create Internal Users ➤ Tender owners : Who can approve tenders ➤ Users: Third level should be the users who will create tenders, create corrigendum, attend pre-bid meeting, download tender documents of vendors, evaluate etc. 		
3.7	Provision to display marquee and banners.		
3.8	The Tender document should not get uploaded unless one of the Administrators have approved the document for upload.		
3.9	The access to the system by the administrators of the Bank should be through Digital signature		
4	Types of Tenders should support various types of Bids e.g.		
4.1	General Tenders		
4.2	Rate Contracts		
4.3	Single/Multiple Envelope Bidding		



4.4	Limited Tender where only limited Vendors can bid as per the requirement of Bank		
4.5	ICB (International Competitive Bidding) Tenders where Suppliers from across the world can bid		
4.6	NCB (National Competitive Bidding)		
4.7	Goods Tender - with quote for each line item		
4.8	Works Tender - with quote in % of the estimated cost		
4.9	Single Currency Bidding (<i>in INR only</i>)		
4.10	EOI		
4.11	Empanelment		
4.12	Forward and Reverse Auction		
5	Indent Creation		
5.1	System should have the facility of Indent Creation		
5.2	Approve or Reject Indent		
5.3	Split single Indent into Multiple tenders		
6	Tender Notice Creation		
6.1	It should be possible to float Tender notice in atleast MS Word, MS Excel, Adobe PDF etc. format.		
6.2	Notices should be visible to Vendors only after it is approved		
6.3	System should allow Archival of Tenders and allow retrieval when required.		
6.4	System should allow cancelled Tender to be revived		
6.5	It should be possible to categorize Tender as New, Live, Archive, Cancelled, etc. for ease		
6.6	There should be provision for attaching images with Tender Notice.		
6.7	The system should have the capability of assigning unique internal reference number to each Tender.		
6.8	Provision for showing upcoming Tenders		
6.9	There should be facility for Online Pre-Bid Meeting, <i>if required</i>		
7	Tender Settings		
7.1	System should support Tenders with or without RFP cost.		
7.2	System should support Tenders with or without EMD.		
7.3	System should support Tenders with or without Online Pre-bid Meeting.		
7.4	System should support Tenders with or without pre-qualification phase.		
7.5	System should support Tenders with or without Technical Bid.		
7.6	System should have provision for inviting EOI and issuing RFP to only pre-qualified Service Providers of EOI		
7.7	System should have inbuilt check to ensure that incomplete bids in any manner is not accepted.		



7.8	Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time.		
7.9	System should have facility of sending Tender Promotion emails to all Registered Vendors for New as well as Existing Tenders.		
7.10	System should have the ability to set maximum size of single file upload.		
7.11	System should have ability for uploading various types of documents.		
7.12	System should have facility for Vendor Registration & Administration		
7.13	The Bank should have option to blacklist a vendor to participate in its RFP/NITs		
7.14	It should be possible to download Tenders free of cost also.		
7.15	System should maintain record of names of those Vendors who have downloaded the Tender.		
7.16	It should be possible to specify online brief description of the Tender to enable Vendors to view.		
8	TENDER UPLOAD		
8.1	System should have the facility of virus scan for uploading documents by the vendors.		
8.2	System should allow upload of multiple documents for a Tender.		
8.3	System should allow uploading of revised document in each category if requested by the Bank		
9	TENDER CORRIGENDUM AND ADDENDUM		
9.1	It should be possible to upload corrigendum/addendum and correlate them to the main Tender.		
9.2	Corrigendum/addendum should be maintained chronologically.		
9.3	Corrigendum/addendum should be made visible to all those who have already downloaded the original tender.		
9.4	Any no. of Corrigendum/addendum should be uploaded for the tenders.		
9.5	Uploading of Corrigendum/addendum should be communicated to the registered vendor through E-Mail.		
9.6	There should be provision to extend the bid submission schedules as per the corrigendum/addendum issued.		
9.7	Corrigendum an extension notification should be broadcasted to vendors participated in pre-bid meeting.		
10	Online Pre-Bid Queries		
10.1	The system should allow vendors to post any number of questions.		
10.2	It should be possible for vendors to upload pre-bid queries within the timeline prescribed.		
10.3	The system should have the facility of masking the name of the		



	vendors who have raised the questions and should be visible only to the Bank		
11	Online Pre-Bid Meeting		
11.1	It should be possible to hold pre-bid online, if required by the Bank		
11.2	There should be facility of replying to or selected questions		
11.3	The system should not allow questions to be raised after pre-bid meeting date is over.		
11.4	The system should allow uploading of replies of the pre-bid meeting.		
11.5	The system should have facility to reject to reply to any question.		
11.6	All the queries should be consolidated after pre-bid is over and it can be downloaded in any format required by the Bank.		
12	VENDOR REGISTRATION		
12.1	System should have facility for vendor registration & administration		
12.2	Only those Vendors who Register with ALLAHABAD BANK for each Tender shall have access to the Tender		
12.3	It should be possible to provide different levels of access to the employees of the vendors as required by them.		
13	SUBMISSION OF BIDS		
13.1	System should allow online submission along with attachments.		
13.2	Bid modification & withdrawal option such that Service Provider is allowed to modify/ withdraw the bid, that they might have submitted on or before due date and time.		
13.3	Tender Opening links should not get activated/deactivated whatever the case may be before due date and time.		
14	BID OPENING		
14.1	In case of multi stage Tender, unless the first/any previous phase is completed, the second /subsequent phases should not open.		
14.2	As each stage of e-Tendering gets completed the comparative chart of Vendors should get auto generated.		
14.3	Rejected Vendors should not qualify for next round automatically.		
14.4	System should have the facility to export data to spread sheets.		
14.5	System should support online Tender Opening where Vendors can participate online from their respective offices and mark their presence online		
14.6	System should have a provision that designated officials from the Bank should be able to see the name (<i>masked name in case of Reverse/Forward Auction</i>) the Vendors who are present online at the time of online Tender Opening event /Auction process.		
15	FORWARD AND REVERSE AUCTION		



15.1	System should have provision of Reverse/Forward Auction, including Rank Bidding, Anonymous & Alias bidder etc.		
15.2	System should have provision for parameters defining and setting of Opening Price (<i>Starting Price of Bid</i>), Historic Price, Reserve Price, Landed & Base Price, Start Time, End Time etc.		
15.3	The system should display and record the Start & End Time		
15.4	There should be provision for automatic & Manual Extensions and closing rules.		
15.5	There should be facility of uploading file attachments		
15.6	There should be facility for Message Broadcast to Vendors during auction for information and clarification		
15.7	Administration features likes Roles and Rights, Checking login status of participants etc. should be available		
15.8	The system should have provision to generate L1, L2, L3 etc. chart dynamically		
15.9	Audit trails - logs should be available for all user transactions and administrative auctions.		
15.10	The system should have provision for data validation rules, auction rules like lowest/highest bid wins or highest/lowest quality wins etc.		
15.11	System should support and provide all the industry wide standard features for both forward and reverse auction.		
15.12	System should provide enabling of both forward and reverse auctions at the desired date and time, by enabling the participating vendors to logon from remote locations.		
15.13	System should provide the facility to postpone/cancel the schedule of forward/reverse auctions as and when required.		
15.14	The decrement/increment values for both reverse/forward auctions respectively must be parameterized, in the system.		
15.15	The proceedings of the online reverse/forward auctions, must be made available, on real time basis to the bank's officials.		
15.16	The system should have provision for Proxy Bid in Forward/Reverse Auction.		
16	Reports		
16.1	The system should be capable of generating detailed reports in Excel/HTML and any other format specified by the Bank		
16.2	The system should be capable of providing event-wise history, vendor-wise, product-wise, date-wise reports		
17	Other features		
17.1	System should be compatible with all major browsers.		
17.2	System should be scalable and should permit expansion of both the capacity & functionality during the entire contract period.		

**Annexure-3****Security Considerations of the Proposed E-Procurement Solution/System**

RFP Ref. No. - HO/DIT/ETENDER/2017-18/118 dated 02/11/2018

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

Sl. No.	Security Consideration	Bidders Response	Compliance (Yes/No)
1	Adherence of the Proposed Solution/System to all security guidelines issued by Govt. of India from time to time.		
2	Proposed Application should comply with all the guidelines set in the Central Vigilance Commission's Circular No. 29/09/09 dated 17/09/2009 on Security considerations for e-procurement Systems.		
3	Whether the proposed application is secure from making any temporary/permanent distortion in the electronic posting of tender notice.		
4	If yes at 3 above, then whether any automatic systems alert is provided in the form of daily exception report in the application in this regard?		
5	The application (proposed E-Tendering solution) should be hosted on a secured site, certified by an internationally/nationally recognized agency.		
6	Proposed Solution/System Should have all security features implemented (applicable as on date) to protect to solution from all types of Malware attacks. Future attacks, if any, will also be addressed on most priority and immediate basis.		
7	Infrastructure of the Proposed Solution/System should have deployment of routers, Firewall, IPS/IDS, Remote access and network segmentation.		
8	Network authentication through deployment of password policy for accessing the network resources to minimize unauthorized access to the E-Tendering solution at system level.		
9	Latest Security update & Suitable control like anti-virus, anti spyware etc. should be deployed on the host associated with e-tendering system.		
10	Secure transmission between server and client. All data should be encrypted when sent over public networks. The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric		



	encryption should be conducted using asymmetric keys. Specially, encryption methodology like SSL must be deployed while communicating with the payment gateway over public network. There should be provision for dynamically changing the keys used for encryption. If static keys are used they should be changeable periodically. Asymmetric keys should have minimum length of 2048 bit.		
11	Encryption algorithms used should be like 3DES, AES, RC4 or blowfish with 128 bit keys (2048 keys length for RSA) at a minimum.		
12	The entire process has to be PKI enabled and digitally signed. Digital Certificates are to be procured by The bidders from the Authorized Agencies Only.		
13	Whether application ensures that the tender documents issued to/downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum and addendums?		
14	Is there any check available in the application to detect & alert about the missing pages to the tenderer, if any ?		
15	Whether application ensures that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased/downloaded the bid documents well ahead of the due date & before uploading the corrigendum?		
16	Whether system is safe from sending discriminatory communication to different bidders about the same e-Tendering process?		
17	Whether e-procurement solution has also been customized to process all type of tenders viz Limited/Open/Global Tenders?		
18	Whether online Public Tender opening events feature are available in the application?		
19	Whether facilities for evaluation/loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?		
20	Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?		
21	Whether application is safe from submission of fake bids?		



22	Whether encryptions of bids are done at clients end?		
23	Whether safety against tampering and stealing information of submitted bid, during storage before its opening, is ensured?		
24	Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public Key of tender opening officer?		
25	Whether application is safe from mutilation/sabotage or otherwise rendering the encrypted bid in the e-tender box during storage to make it unreadable/invalid in any form before opening of the bids?		
26	Whether introduction of special characters/executable files etc by users are restricted in the application?		
27	Whether validity check of DSC is being done at server end?		
28	Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?		
29	Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc.?		
30	Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once? Data that has been Audit Stamped must not be physically deleted from the System until it has been archived and it must not be possible to alter Audit Trail information using System or other utilities.		
31	Whether log shipping feature is available where a separate dedicated server receives the logs from the application over a web server in real time?		
32	Whether integrity and non-tampering is ensured in maintaining the server clock synchronization & time stamping?		
33	Whether application generates any exception report/system alerts etc to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated?		
34	Whether application ensures that the quotes from various		



	bidder's names are not being displayed to anyone including to the Organization during carrying out of the e-reverse auctioning process?		
35	Whether application is fit for usage complying with the requirements of tender processing viz Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders?		
36	Whether any comprehensive third party audit [as per statutory requirement and also as per the requirements of e-tender processing (compliance of IT Act 2000 and subsequent amendments to it)] was got conducted before first putting it to public use?		
37	<p>The proposed e-tendering solution should strictly comply with all the guidelines set in the Central Vigilance Commission's Circular No. 18/04/2010 issued on 26/04/2010.</p> <p>The implementation of the proposed e-tendering solution must comply with the Circular No. 29/9/09 dated 17/09/2009.</p> <p>The proposed e-tendering solution should strictly comply with the Circular No. 01/01/2012 issued on 12/01/2012 on quality requirements of e-procurement Systems.</p>		



Annexure-4
Bid Security Form

(Format of Bank Guarantee (BG) towards Bid Security)
(On a Non-Judicial Stamp Paper of appropriate amount as per Stamp Act)

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

WHEREAS _____ (hereinafter called "Bidder") has submitted its bid for Providing e-tendering Services to the Bank, in response to Allahabad Bank's Request for Proposal (RFP) Ref. No. - HO/DIT/ETENDER/2017-18/118 dated 02/11/2018 (*hereinafter called "the Bid"*).

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

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

THE CONDITIONS of this obligation are:

- 1 If The bidder withdraws its Bid during the period of bid validity specified in the RFP; or
- 2 In case of the successful bidder, if The bidder fails or refuses:
 - i) to execute the Contract Form in accordance with the terms & conditions of the RFP; **or**
 - ii) to perform, in accordance with the Terms and Conditions of the RFP or Contract; **or**
 - iii) to furnish the Empanelment Security, in accordance with the terms & conditions of the RFP.

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

This guarantee will remain in force up to and including 60 days after the period of the bid validity i.e. up to _____(mention date of expiry which should be a minimum of bid validity + 60 days).

Notwithstanding any other term contained herein

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



ALLAHABAD BANK

RFP Ref No HO/DIT/ETENDER/2018-19/118

dated: 02/11/2018

- b)** The total liability of Bank under this guarantee shall be limited to Rs.15,000/- (Rupees Fifteen Thousand only).

Date:

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

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



Annexure-5
Bidder's Information

(To be submitted on the letter head of the bidder)
RFP Ref. No. – HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

1	Company Name	
2	Constitution and Date of Incorporation	
3	Company Head Office address	
4	Registered Office address	
5	Name & Addresses of Directors/Promoters	
6	Experience in implementation of e-tendering Services (Details of organization, Period of Service, service being provided, etc.	
7	Name, Designation, Tel. No., email-id of the Authorized official submitting the bid	
8	Gross annual turnover of The bidder (Amt. in lakh): - Year 2015-16 - Year 2016-17 - Year 2017-18	
9	Profit of The bidder (Amt. in lakh) : - Year 2015-16 - Year 2016-17 - Year 2017-18	

DECLARATION:

We hereby declare that the information submitted above against RFP ref. No. HO/DIT/ETENDER/2018-19/118 dated 02/11/2018, is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

Place:

Date:

SIGN & SEAL (Authorized Signatory)

Name:

Designation:

Organization:

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



Annexure-6
Technical / Commercial Deviation Statement
(To be submitted on the letter head of the bidder)

(A) TECHNICAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

(B) COMMERCIAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

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

Terms & Conditions	Remarks with justification

Except the aforementioned deviations, we agree to all the terms & conditions of the RFP (Ref. No. HO/DIT/ETENDER/2018-19/118 dated 02/11/2018) and confirm that the bid submitted by us is in conformity with Bank’s requirement as stipulated in the said RFP. Further we confirm that we will withdraw all our deviations if unacceptable to the bank, failing which bank has right to reject our bid.

Place _____

Dated _____

Seal and Signature of Authorized Signatory

Name:

Designation:

Organization:

NOTE:

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



Annexure-7
Commercial Bid Format

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

Ref. No.

Dated

To:

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

Dear Sir,

Commercial Proposal for RFP Ref. No. – HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

With reference to the above RFP, having examined and understood the instructions, terms and conditions, scope of work etc. of RFP, we hereby submit our Commercial offer for Providing e-Tendering Services to Allahabad Bank, as under:

Sl. No.	Name of Event	Price Per Event (Rs.)
1	Price per each complete Tender Process/Project (Including events such as Online Receipt, Opening & Downloading of Technical & Commercial Bids, Forward/reverse Auction)	

1. The above cost includes all the cost associated with the RFP except GST. The applicable GST on the above cost will be paid extra.
2. Further the costs indicated above are final and we, the bidder, agree to provide e-Tendering Services, as detailed in the Bank’s “Request for Proposal” for the entire contract period with no additional cost to Bank.

Note: Price to be quoted considering 50 nos. of complete tender processes per year

Yours faithfully,

Authorized Signatory
Name:
Designation:
Date:
Company’s Stamp / Seal



Annexure - 8
Empanelment Contract Form

(Non-Judicial Stamp Paper of appropriate value)

CONTRACT NUMBER:

RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

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

WHEREAS the Bank invited bids from reputed organizations for Providing e-Tendering Services as per the terms specified in the RFP (*also called as "goods and services"*) for a period of two years, which may be extended upto one year at the behest of the Bank and Service Provider has agreed to provide & maintain the said e-Tendering setup and services and Bank has accepted the bid by The bidder, received in response to request for proposal (RFP) bearing RFP Ref. HO/DIT/ETENDER/2018-19/118 dated 02/11/2018 at a cost mentioned by The bidder in its Commercial Bid (Annexure-7 of RFP) hereinafter called "Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- The RFP Ref No. HO/DIT/ETENDER/2018-19/118 dated 02/11/2018 and subsequent addendums, for providing e-Tendering Services to Allahabad Bank offices.
- The Technical and commercials bids submitted by the bidder and subsequent amendments, if any, made into it as accepted by the bank.
- Bid Form (*Annexure-1 to the RFP*)
- Additional terms or documents, if any.
- The Bank's Notification of Award of the contract and bidder's acceptance letter.

In consideration of the payments to be made by the Bank to The bidder, Service Provider hereby covenants with the Bank to provide the goods and services as per the RFP Ref. No. HO/DIT/ETENDER/2018-19/118 dated 02/11/2018 to remedy defects therein, if any, in conformity in all respects with the provisions of the contract.



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

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

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

(Scope of work, Service Level Agreements, Payments terms, LD clauses etc. of the RFP & its amendments are the part of this contract form)

Signed, sealed and Delivered by the

Said _____ (For Service Provider) in presence of _____

Signed, sealed and Delivered by the

Said _____ (For the Bank) in presence of _____



Annexure 9

Empanelment Security Form

(Format of Bank Guarantee (BG) towards Empanelment Security)
(On a Non-Judicial Stamp Paper of appropriate amount as per Stamp Act)

To:

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

RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

WHEREAS _____ (hereinafter called "bidder") has submitted its bid for Empanelment cum Rate Contract for Providing e-Tendering Services to Allahabad Bank, in response to its Request for Proposal (RFP) No.- HO/DIT/ETENDER/2018-19/118 dated 02/11/2018 (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of the registered office of the Bank situated within the territorial limits of India) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK , a body corporate constituted under the Banking Companies(Acquisition and Transfer of Undertaking) Act, 1970 and having its corporate office at 2, N.S. Road, Kolkata 700001 (hereinafter called "Purchaser" or "Beneficiary") in the sum of **Rs.75,000/- (Rupees Seven Five Thousand only)** for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents

THE CONDITIONS of this obligation are:

If The bidder, having been notified, by the purchaser, as selected for Empanelment towards Providing e-Tendering Services, during the period of contract fails to provide the services or perform obligations in accordance with the aforesaid RFP and Contract, as bidder;

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

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

Notwithstanding any other term contained herein:

1. this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and



ALLAHABAD BANK

RFP Ref No HO/DIT/ETENDER/2018-19/118

dated: 02/11/2018

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

Place :

SEAL

Code No.

SIGNATURE.

NOTE :

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



Annexure-10

Details of Offices & Support Centre

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

RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

Date:

To:

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

Sir,

We have permanent offices & support centre at the following locations across India.

Sl. No	Type (Office/Support Centre)	Location & Complete Address	Contact Person and details	Ph. No. and Email Address

(Signature)

Name:

Designation:

Place:

Date:

For M/s _____

(Seal & Stamp of Company)



Annexure 11 -Bidder's Turnover & Profits
(To be submitted on the letter head of the bidder)
RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

Name of The bidder Company / Firm: _____

Details of turnover and profit for last three years:

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

Certified By:

Seal & Signature of authorized signatory

(Seal & signature of Chartered Accountant)

(For Bidder)

Name of Chartered Accountant

Name of Authorized Signatory of Bidder

Place:

Date:

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



Annexure 12
Self Declaration - Blacklisting/Defaulter
(To be submitted on the letter head of the bidder)

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

Dear Sir,

Sub: Self Declaration - Blacklisting/Defaulter
RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

We hereby certify that, we have not been blacklisted/debarred by any Banking, Insurance, PSUs and Government Organizations for non-implementation / non delivery of the order/ not providing support or for any other reason as on date of the RFP. We also certify that we have not been a defaulter for any Government Organizations and Bank, in last two years from the date of the RFP.

(Signature)

Name:

Designation:

Place:

Date:

For M/s _____

(Seal & Stamp of Company)



Annexure 13

Non-Disclosure and Indemnity Agreement

RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

(On a Non-Judicial Stamp Paper of appropriate amount as per Stamp Act)

THIS AGREEMENT made and entered into aton this the.....day of.....20... Between **ALLAHABAD BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at ----- hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

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

M/s has been engaged in the business of providing e-Tendering Services for the offices of the Allahabad Bank.

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

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

1. Confidential information

"**Confidential Information**" means and includes all data, documents and information disclosed or to be disclosed by either Party to other Party and its Representatives (as defined herein) (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

"Receiving Party and /or its employees/representatives/agents" means party who receives confidential Information.

"Disclosing Party and /or its employees/representatives/agents" means party who discloses Confidential Information.

2. Use of Confidential Information

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



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

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

3. Exemptions

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

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- Is or becomes publicly known through no unauthorized act of the Receiving party.
- Is rightfully received from a third party without restriction and without breach of this agreement.
- Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

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

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

5. Title and Proprietary Rights



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

6. Return of Confidential Information

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

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

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

7. Remedies

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

8. Entire Agreement

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

9. Severability

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

10. Indemnity

Service Provider should warrant that in the course of providing e-procurement services to the Bank, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights (IPR) for hardware, system software and application software. Service Provider shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss , damages , costs and expenses including Attorney's fees , which may be incurred as a result of any claim or action associated with such infringement. Further, Service Provider will also indemnify the Bank against any such claims arising at any time either during the contract period or subsequently.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any



part/component thereof in India, Service Provider shall act expeditiously to extinguish such claim. If Service Provider fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, Service Provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to Service Provider of such claim, if it is made, without delay.

11. Dispute Resolution Mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Kolkata.

12. Jurisdiction

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

13. Governing Laws

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

14. Authority to Execute the Contract

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

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

SIGNED:

For and on behalf of

BANK

M/s



Annexure 14

Credential Letter from Organization(s)/Bank(s)
(To be submitted on the letter head of the Concerned Organization)
RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

To :

The Chief Manager (IT)
Allahabad Bank,
Head Office,
Dept. of Information Technology,
2, Netaji Subhas Road,
Kolkata - 700 001, India

Sir,

M/s _____ is/was our vendor for providing e-Tender and/or e-auction for our organization for the period ----- (from date) to ----- (to date), as briefed under:

S. No	Name of e-tendering Solution in Use	Main features/description of the Solution
1		
2		

The service & support provided by the vendor during the aforesaid period was satisfactory.

Place:

Date:

Seal & Signature

(For)

Name:

Designation:



ANNEXURE -15

Undertaking - Document Correctness

RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

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

This is to certify that the information furnished herein and as per the documents submitted (hard copy and soft copy) in the bid submitted by us, is true and accurate and nothing has been concealed or tampered with. We further certify that the contents of the soft copy are same as those provided in the hard copy. We have gone through all the conditions of RFP document and are liable to any punitive action for furnishing false information / documents.

(Signature)

Name:

Designation:

Place:

Date:

For M/s _____

(Seal & Stamp of Company)



ANNEXURE -16

Undertaking – Conformance of E-Tendering Solution/System

RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

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

This is to certify that the e-Tendering solution/system proposed by us and related systems conforms to the guidelines stipulations under IT ACT 2000 and its subsequent amendments, Central Vigilance Commission (CVC), IBA, Government of India (GOI) & other Regulatory Authority on E-Procurement & E-Auction.

Further we would also like to confirm you that e-Tendering solution/system proposed by us is PKI enabled and supports industry standard encryption.

Dated this _____ day of _____ 201_

(Signature)

Name:

Designation:

Place:

Date:

For M/s _____

(Seal & Stamp of Company)



ANNEXURE -17
Undertaking for MSME Benefits

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

To:

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

SUB: MSME Benefits for e-Tendering Services

RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. HO/DIT/ETENDER/2018-19/118 dated 02/11/2018 floated for Empanelment of Vendors for providing e-Tendering Services to Allahabad Bank. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

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

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

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

**ANNEXURE-18****Eligibility Criteria Compliance***(To be submitted on the letter head of the bidder)*

To:

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

SUB: RFP for “Empanelment of Vendors on rate Contract basis for providing e-Tendering Services”
RFP Ref. No. - HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

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

Sl. No	Eligibility Criteria Set in the RFP	Bidder's Response and Supporting Documents Submitted	Complied (Yes/No)
1	The bidder must be registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least 5 years as on date of RFP.		
2	The bidder should have valid ISO 27001 (ISMS) & ISO 9001 certification for providing e-Tendering Services, as on date of RFP.		
3	The bidder should have STQC (<i>Standardization Testing and Quality Certification</i>) certificate with current validity for e-Tender and e-Auction solution offered. The proposed solution & system should conform to IT Act 2000 & its amendment/s, CVC, IBA and GOI guidelines on E-Procurement & E-Auction (<i>Including instructions prescribed in CVC Circular no.: 01/01/2012 dated 12.01.2012</i>).		
4	The bidder should have annual turnover of at least INR 1 Crore (<i>Rupees One Crore</i>) in each of last three financial years i.e. 2015-16, 2016-17 & 2017-18. Further their net profit (<i>profit after tax</i>) should have been positive in each of the last three financial years, as above.		
5	The bidder must have their own office/support person in Kolkata and at least at three more cities.		



6	The bidder must have been Service Provider for e-Tender & e-Auction solution in at least 3(three) PSUs/ Scheduled Commercial Banks in India during the last 3 years i.e. 2015-16, 2016-17 & 2017-18.		
7	The bidder must have been providing the proposed solution/e-Tendering services in at least One Public Sector Bank (<i>having more than 2000 branches</i>), as on date of RFP.		
8	The bidder should have conducted minimum 200 e-tendering events in each of the last three financial years i.e. 2015-16, 2016-17 & 2017-18 in PSUs/PSBs/Government Organizations in India.		
9	The bidder shall have complete IPR (<i>Intellectual Property Rights</i>) of the proposed E-Tendering solution/system.		
10	<p>The bidder should provide documentary evidence confirming that their software is staged on excellent infrastructure hosted in India and have been providing comprehensive support to online tendering & auction events. Further Service Provider has to provide the details on the following parameters:</p> <ul style="list-style-type: none">i. Number of staff on technical helpdesk.ii. Locations supported in India Online and Offline.iii. Concurrent Location Support in India - Online and offline.iv. Number of concurrent events that can be conducted.v. Contact address list of offices across the countryvi. Quality & Audit process		
11	The bidder should not be a defaulter for any State or Central Government or Bank in last two years from the date of RFP and should not have been blacklisted/debarred by any banking or insurance company or PSUs or Government Organizations as on date of the RFP.		
12	The bidder should have Data Centre (<i>their own or hired</i>) located in India with a suitable DR setup (<i>their own or hired</i>) for Business Continuity at a different seismic zone, with required hardware and software etc.		



13	The proposed Solution should be PKI enabled and should support industry standard encryption algorithm conforming to IT Act 2000 and subsequent amendments to it.		
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Further we hereby undertake that all documents and information provided by us in the proposal are true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of RFP document and are liable to any punitive action for furnishing false information / documents.

Place _____

Dated _____

Seal and Signature of Authorized Signatory



ANNEXURE 19
Pre-Bid Query Format

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

RFP Ref. No. – HO/DIT/ETENDER/2018-19/118 dated 02/11/2018

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