



ALLAHABAD UP GRAMIN BANK

Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow- 226 010 (UP)

REQUEST FOR PROPOSAL (RFP)

FOR

**SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS AND
SYSTEM SOFTWARE FOR BIOMETRIC AUTHENTICATION SOLUTION**

REF NO: DC-2/2013-2014

DATE: 10.04.2013

COST OF THE RFP: Rs 4000/- (Rupees Four Thousand only)

OBJECTIVES

ALLAHABAD UP GRAMIN BANK, a Regional Rural Bank sponsored by Allahabad Bank, having its presence in 11 districts of UTTAR PRADESH, intends to make procurement of **Servers and System Software** for Biometric Authentication Solution for supply, installation and maintenance at its DC and DR.

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

TABLE OF CONTENTS

SECTION	SUBJECT	PAGE NO.
I.	INVITATION FOR BIDS (IFB)	4
II.	INSTRUCTIONS TO BIDDERS (ITB)	6
III.	CONDITIONS OF CONTRACT (COC)	17
IV.	SCHEDULE OF REQUIREMENTS	27
V.	SPECIFICATIONS AND FORMATS	30

SECTION - I**INVITATION FOR BIDS (IFB)**REF No. **DC-2/2013-2014****DATE: 10.04.2013**

- 1 Allahabad UP Gramin Bank intends to procure Hardware and System Software as per the technical specification (Annexure-5) for the purpose of supply, installation, commissioning and maintenance, at its DC, Lucknow and DR in New Delhi to be used for the application Bio-metric Authentication Solution.
- 2 In this connection, **Technical bids** are invited from eligible bidders for the supply, installation, commissioning and maintenance of Hardware and System Software. **Online reverse auction would be adopted for obtaining commercial quotes from the technically qualified bidders at later stage.**
- 3 Interested bidders may obtain further information from Allahabad UP Gramin Bank, Titanium Block-C, Shalimar Corporate Park, Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow– 226010 (UP)
- 4 A complete set of Request for Proposal (RFP) may be purchased by any interested bidder on submission of a written application, in duplicate from Allahabad UP Gramin Bank, Titanium Block-C, Shalimar Corporate Park, Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow– 226010 (UP) upon payment of a non-refundable fee of Rs 4,000.00 (Rs 500.00 extra if to sent through courier) in the form of Demand Draft or Banker's Cheque drawn in favour of Allahabad UP Gramin Bank payable at Banda.
5. The RFP can be obtained from the following address during office hours on all working days between 10.00 A.M. to 4.00 P.M. (Monday-Friday) and 10.00A.M. to 1.00 P.M. (Saturdays) either in person or by post.

**Allahabad UP Gramin Bank
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow– 226 010 (UP)**

6. The complete bid document has been published at the Bank's website **www.allahabadgraminbank.in**. The bidders who have downloaded the RFP from **Bank's website www.allahabadgraminbank.in** and want to participate in the bidding process must pay a fee of **Rs.4000.00** in the form of Demand Draft or Bankers Cheque, payable in favour of ALLAHABAD UP GRAMIN BANK payable at Banda at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

7. The Details are as follows:

Table 1.1 RFP Procurement and Bid Submission Information

Sl. No	Items	Details
7.1	Bid reference	DC-2/2013-2014 dated 10.04.2013
7.2	Price of RFP	INR 4000/-
7.3	Courier charges (if required)	INR 500/-
7.4	Date of commencement of sale of RFP	10.04.2013 , 11:00 Hrs IST
7.5	Date and time of Pre-bid meeting	15.04.2013, 13:00 Hrs IST
7.6	Last date and time for sale of RFP	02.05.2013, 12:00 Hrs IST
7.7	Last date and time for submission of Technical Bid	02.05.2013, 13:00 Hrs IST

7.8	Date and time of opening of Technical Bids	02.05.2013, 15:00 Hrs IST
7.9	Date and time of Online reverse auction	To be notified later to the eligible bidders
7.10	Place of submission and opening of Bids	Allahabad UP Gramin Bank Titanium Block-C, Shalimar Corporate Park Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow– 226 010 (UP)
7.11	Address for communication	As above. Mobile: 8052302999 E-mail : gm.crpt@aupgb.in

8. The Technical Bids will be opened in the presence of the bidders' representatives who choose to attend on the specified date and time. The indicative commercial bids of only technically qualified bidders will be opened and the lowest quote obtained through indicative commercial bids may be fixed as start price for the subsequent reverse auction to be carried out. However Bank may decide to fix the start price lower than the lowest indicative quote at its discretion. The online reverse auction process will be adopted for obtaining commercial quotes from the technically qualified bidders on separate date and time which will be notified separately.
9. No further discussion / interface will be granted to bidders whose bids have been technically disqualified.
10. Allahabad UP Gramin Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

**CHIEF MANAGER
ALLAHABAD UP GRAMIN BANK
PROJECT OFFICE
LUCKNOW**

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)**1. INTRODUCTION**

- 1.1 ALLAHABAD UP GRAMIN BANK, , a Regional Rural Bank sponsored by Allahabad Bank was established under the RRB Act 1976, having its Head Office at DM Colony, Civil Lines, Banda, India, hereinafter called “**The Purchaser**”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called **Request for Proposal** or **RFP**, to the vendors to participate in the competitive bidding towards the cost of the Project specified in the Bid Data Sheet, as per specifications, terms and conditions in this RFP. Allahabad UP Gramin Bank has a strong presence in rural India having more than 558 branches, and spread in 11 districts of Uttar Pradesh.. The Bank has deployed Finacle (version 7.0.18) as a Core Banking Solution for all its Branches.
- 1.2 This document is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

2. ELIGIBILITY CRITERIA:*Table 1.2 Eligibility Criteria*

2.1 The bidder should have past experience in supplying and maintenance of at least 10 similar class of servers during each of last 3 (three) years	Credential letters from the purchaser as per Annexure -1 Or Bidders undertaking along with documentary evidence/s in support of supply and maintenance.
2.2 The bidder must have 3 (three) years of experience in supplying, installation, configuration, commissioning and maintenance of Servers to atleast two (2) commercial banks.	Credential letters from the relevant Banks as per Annexure-1 Or Bidders undertaking along with documentary evidence/s in support of supply and maintenance.
2.3 The bidder must have their own office and support service centres in Delhi, and Lucknow.	Service Support Details as per Annexure-8
2.4 The bidder should have been operating for a minimum period of 5years in India as on 31.03.2013	Certificate of Incorporation / Partnership deed to be submitted. (To be submitted as Annexure- 3)
2.5 The bidder should have a annual turnover of atleast INR 10 Crore (Rupees Ten Crore only) per annum for the each of the last 3 (three) financial year and should be profit making in each of these years	Audited Balance sheets and profit /Loss statements for the financial years 2010-11, 2011-12, audited/unaudited balance sheet and Profit & Loss for year 2012-13, along with certificate from the Chartered Accountant. (Annexure-2)
2.6 The Bidder should be an OEM or authorised supplier of OEM of the proposed servers along with AMC/ATS support	Manufacturer's authorization form /certificate, signed by the authorised signatory of OEM of the proposed Servers. (Annexure-4)
2.7 The bidder should be an authorised supplier of Red HAT Enterprise Linux 6.3, Red HAT Enterprise Virtualization 3.1 etc.	Credential in support of authorized supplier of Red Hat Enterprise Linux 6.3, Red HAT Enterprise Virtualization 3.1 should be submitted as Annexure-16

3. ELIGIBLE GOODS AND SERVICES:

3.1 The Purchaser is looking for Servers (Technical Specifications are given in Annexure- 5), Red HAT Enterprise Linux 6.3, Red HAT Enterprise Virtualization 3.1 etc.

4. COST OF BIDDING:

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

5. CONTENTS OF RFP:

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

- 1) Instruction to Bidders (ITB);
- 2) Conditions of Contract (COC)
- 3) Schedule of Requirements;
- 4) Specifications and Formats;

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

6. CLARIFICATION OF RFP:

6.1 A prospective bidder requiring any clarification of the RFP may notify the purchaser in writing or by fax /e-mail at the purchaser's mailing address indicated in the invitation for Bids (IFB). The purchaser will respond in writing to any request for clarification of the RFP which it receives two working days prior to the date of Pre- Bid meeting and only to those bidders who have purchased the RFP upto that stage.

7. PRE-BID MEETING:

7.1 The prospective bidders **who have purchased a copy of the RFP** may like to attend a pre-bid meeting to be held as indicated in the Bid Data Sheet after publication of RFP and well before the last date for receipt of bids. Up to 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 or any representative of manufacturer of the related equipments to attend the pre-bid meeting.

7.2 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. The issues/questions to be raised must be in writing. The Purchaser will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.

7.3 Clarifications including the text of the questions raised (without identifying the source of inquiry) will be sent to all prospective bidders who have purchased the RFP, allowing at **least 5 days** time prior to the last date for receipt of bids.

7.4 Any modification of the RFP which may become necessary as a result of the Pre-bid Meeting or otherwise shall be made by the Purchaser exclusively through the issue of an **Addendum**.

7.5 Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

8. AMENDMENT OF RFP:

- 8.1 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.
- 8.2 All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail and will be binding on them.
- 8.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

9. LANGUAGE OF BID:

- 9.1 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.

10. PREPARATION AND SUBMISSION OF BID:

10.1 PREPARATION OF BIDS:

- 10.1.1 It is mandatory to provide the technical details in the exact format of Technical Specifications of Equipments & Accessories offered given in Annexure-5 of the RFP. Correct technical information of the product being offered must be filled in. Filling of the information using terms such as "OK", "accepted", "Complied", "Noted", "as given in brochure/manual" is not acceptable. The Purchaser reserves the right to treat offers not adhering to these guidelines as **unacceptable**. The offer may not be evaluated by the Purchaser in case of non-adherence to the format or partial submission of technical details as per the format given in the offer.
- 10.1.2 The Purchaser shall not allow/permit changes in the technical specifications once it is submitted.
- 10.1.3 The relevant product information brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. It is mandatory to provide **detailed BOM (Bill of Material)** along with the technical specification. Non-submission or partial submission of this information along with the offer could result in disqualification. Please note that substituting this information by just brand name is not enough.
- 10.1.4 The supply and successful operation of system Software will be the sole responsibility of the bidder. The Purchaser will not enter into any separate contract for supply of software through any third party. Version number must be mentioned in case of software. Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.
- 10.1.5 Bidders should ensure that **they have valid class III digital signature certificate (Mandatory for login and submit)** well in advance to participate in the E-Tendering process. Bank and / or Service Provider will not be responsible in case Bidder could not participate in E-tendering process due to non-availability of valid digital signature certificate

10.2 SUBMISSION OF BIDS:

Bidders are required to submit the Technical Bid in physical form, whereas as the Online reverse auction would be adopted for obtaining commercial quotes from the technically qualified bidders at later stage.

10.2.1 SUBMISSION OF TECHNICAL BID:

10.2.1 The Technical Bid is further divided into two sections i.e. Technical section and indicative commercial bid and comprise of the following documents:

Item	Format	Inner Sealed envelop marked as	Outer sealed envelop marked as
Section I - Technical Section			
Credential letters from the Purchasers/Banks Or Bidders undertakings along with documentary evidence/s in support of supply and maintenance	Annexure-1	Technical Section - Supply, Installation and maintenance of servers and System Software (Envelop-I)	Technical Bid - Supply, Installation and maintenance of servers and System Software
Audited copy of Balance Sheets and Profit/Loss Statements for the financial years 2010-11, 2011-12, audited/unaudited copy of balance sheet and profit & loss for 2012-13, along with certificate from the Chartered Accountant	Annexure-2		
Certificate of Incorporation/ Partnership deed	To be submitted as Annexure-3		
Manufactures Authorization Forms	Annexure -4		
Technical Specifications of Equipments & Accessories Offered	Annexure-5		
Detailed BOM (Bill of Material)	To be submitted as Annexure-15		
Bid Form	Annexure-6		
Deviation Statement	Annexure-7		
Service Support Details	Annexure- 8		
The original/downloaded RFP (and addendums if any) duly signed and stamped by the authorised signatory of the bidder.	To be enclosed		
The specified RFP price (in the form of DD/BC), if not submitted earlier.	To be enclosed		
The original bid security (in the form of Bank Guarantee/DD/PO).	Annexure-9		
Undertaking of authenticity for supply of servers and System Software	Annexure-13		
Credential in support of authorized supplier of Red Hat Enterprise Linux 6.3 , Red Hat Enterprise Virtualization 3.1 etc.	To be submitted as Annexure-16		
Section II- Indicative Commercial			
Indicative Commercial Bid (Price Schedule for Goods and Services)	Annexure-10	Indicative commercial Bid - Supply, Installation and maintenance of servers and System Software (Envelop-II)	

- 10.2.1.1 All the inner and outer envelopes shall be addressed to the Purchaser at the address given below

The Chief Manager
 Allahabad UP Gramin Bank
 Titanium Block-C, Shalimar Corporate Park
 Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
 Lucknow– 226 010 (UP)

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

- a) RFP Reference Number
 b) Name and Address of Bidder

10.2.2 Commercial Bid:

The Bank will conduct online reverse auction for technically qualified bidders at later stage. The service provider for online reverse auction will be M/s Antares Systems Limited and the portal address for the same is www.tenderwizard.com/abbank. The Business Rules and Terms & Conditions of E- Tendering are provided in Annexure-14

11 . BID SECURITY (EARNEST MONEY DEPOSIT):

- 11.1 The Bidder shall furnish a bid security (as per Annexure-9) for Rs **2, 00,000/- (Rupees Two Lacs) only**, as a part of their bid.
- 11.2 The bid security is required to protect the Purchaser against risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-11.7.
- 11.3 The bid security shall be denominated in the INDIAN RUPEES only and shall be in any one of the following forms.
- a) A bank guarantee issued by a Scheduled Commercial bank located in India in the form provided in the RFP and valid **for Sixty (60) days** beyond the validity of the bid; or
- b) A Demand Draft or Pay Order issued in favour of "**Allahabad UP Gramin Bank**" and payable at Banda.
- 11.4 Any bid not secured in accordance with ITB Clause-11.1 and 11.3 above will be rejected by the Purchaser as non-responsive.
- 11.5 Unsuccessful Bidders' bid security will be discharged/ returned after the completion of Bid process.
- 11.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause-25 and furnishing the performance security, pursuant to ITB Clause -26.
- 11.7 The bid security may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
 Or
- (b) In case of the successful Bidder, if the Bidder:
- i) fails or refuse to sign the Contract in accordance with ITB Clause-25.
 Or
- ii) fails or refuse to furnish performance security in accordance with ITB Clause-26.

12 PERIOD OF VALIDITY OF BIDS:

- 12.1 Bids shall remain **valid for 180 days after the date of opening** of Technical Bid prescribed by the Purchaser, pursuant to ITB Clause-13. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 12.2 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by fax/email. The bid security provided under ITB Clause-11 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

13. DEADLINE FOR SUBMISSION OF BIDS:

- 13.1 Bids must be submitted not later than the time and date specified in the Bid Data Sheet. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- 13.2 The Purchaser may, at its discretion, extend this dead-line for the submission of Bids by amending the RFP in accordance with ITB Clause-8, 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.

14. LATE BIDS:

- 14.1 Any bid submitted by the Purchaser after either of the deadlines for submission of bids prescribed by the Purchaser, pursuant of ITB Clause- 13, will be rejected.

15. MODIFICATION AND WITHDRAWAL FOR BIDS:

- 15.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the Bids is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 15.2 No bid may be modified subsequent to the deadline for submission of Bids.
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to ITB Clause-11.7.

16. BID OPENING:

- 16.1 As the Technical bids will be evaluated first for technical suitability, the Purchaser will open only the Technical Bids. The Purchaser will notify the date and time of online reverse auction to the technically qualified bidders on later date after the technical evaluation.
- 16.2 Attendance of all the authorized representatives of the bidders who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.
- 16.3 Each Bid will be numbered serially, signed and dated by three officers of the Office, on each page of the bid.

- 16.4 The following details will be announced at the bid opening :
- a.) Bidder's names,
 - b.) Make & Model Nos.(in case of Technical bid opening),
 - c.) Technical Details (in case of Technical 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.
- 16.5 Alterations in the bids, if any, made by the bidder / companies would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorized by the executive who has signed the bid.
- 16.6 Wherever any erasing or cutting is observed, the substituted words would be encircled and initialed by the bank officer singly and the fact that such erasing / cutting of the original entry were present on the bid at the time of opening should be recorded.
- 16.7 An "On the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.

17 CLARIFICATIONS OF BIDS:

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

18 PRELIMINARY EXAMINATION:

- 18.1 The Purchaser will examine the bids to determine whether they 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.
- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the 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. If there is a discrepancy between words and figures, the amount in words will prevail.
- 18.3 The Purchaser, 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 the Purchaser reserves the rights for such waivers.
- 18.4 Prior to the detailed evaluation, pursuant to ITB Clause-19, the Purchaser 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 & conditions of the RFP without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 18.5 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

19 EVALUATION AND COMPARISON OF BIDS:

19.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause-18.

19.2 Evaluation of Technical Bids

19.2.1 The Technical Bids opened pursuant to ITB Clause-16 will be evaluated by the Purchaser on the basis of following criteria :

- a) Completeness of the Technical bid in all respects and availability of all information/details asked for vide ITB Clause-10.2.
- b) Point to point conformity of the goods offered to the technical specifications provided in the RFP.

The Bidders shall identify in Bid their respective branch office(s)/service centre where from the maintenance service shall be provided in respect of each of the destinations.

19.3 Indicative Commercial Bids

The indicative Commercial Bids (as per Annexure -10) of the technically qualified bidders would be opened later by the Bank and quotes contained therein are not for commercial evaluation to determine L1 bidder. The lowest quote (TCO of 5 years i.e. Cost with One year warranty and four years maintenance) obtained through indicative commercial bids will only be used to fix as a start price for subsequent online reverse auction to be carried out. **However, Bank may decide to fix the start price lower than the lowest indicative quote at its discretion.**

19.4 Determination of L1 Bidder and Awarding of Contract:

After the opening of Indicative commercial bids, Bank will conduct the **Online reverse auction** through its service provider (M/s Antares Systems Limited) as per the Business Rules and Terms & conditions of E-Tendering given in **Annexure 14**.

The technically qualified vendors will participate in the Online Reverse auction process.

The L1(Lowest) bidder will be decided on the total TCO Price of 5 years (Cost with One year warranty and four years maintenance for all the items) i.e. sl. no 6 of Annexure-10 of RFP, on finalization of prices **through Online Reverse auction**.

After the completion of online reverse auction event, all the bidders participated in the online reverse auction have to submit the Price breakup as per Annexure-10 of RFP RFP, strictly in conformity to the clause 14.4 of COC of RFP.

Failure or refusal to offer the services/goods at the price committed through Online Reverse Auction shall result in forfeit of the Bid Security and/or Performance Security to Bank, which may please be noted.

20 CONTACTING THE PURCHASER :

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

20.2 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.

21 AWARD CRITERIA:

- 21.1 Subject to ITB Clause-24, the Purchaser will establish the reasonableness of prices on the basis of estimated rates, prevailing market rate, last purchase prices, economic indices of raw material/labour and other input costs and intrinsic value etc. If necessary, the Purchaser may negotiate with the lowest evaluated bidder to bring down the prices to the reasonable level.
- 21.2 After establishment of reasonableness of prices pursuant to ITB Clause-22.1, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

- 22.1 The purchaser reserves the right at the time of award of contract to increase or decrease, the quantity of goods & services originally specified in the Schedule of Requirements by up to 15% (rounded off to the next whole number) of the quantity of goods specified in the schedule of Requirements without any change in price or other terms and conditions.

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

- 23.1 The Purchaser 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 Purchaser's action.

24 NOTIFICATION OF AWARD:

- 24.1 Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by letter or fax/email to be confirmed in writing by letter, that its bid has been accepted.
- 24.2 The notification of award will constitute the formation of the Contract.
- 24.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause-26, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause-11.

25 SIGNING OF CONTRACT:

- 25.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the RFP, incorporating all agreements between the parties.
- 25.2 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.
- 25.3 Failure of the selected bidder to comply with the requirement of ITB clause 25.1 and shall constitute sufficient grounds for the forfeiture of the bid security.

26 PERFORMANCE SECURITY:

- 26.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the

Conditions of Contract, in the Performance Security Form as per Annexure-12 of the RFP.

- 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause-25 or ITB Clause-26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

27 CORRUPT OR FRAUDULENT PRACTICES:

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

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

And

- (iii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- 27.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 27.3 The Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

SECTION III
CONDITIONS OF CONTRACT (COC)
I N D E X

Sl.No	SUBJECT	PAGE NO.
1.	DEFINITIONS	17
2.	APPLICATION	17
3.	STANDARDS	17
4.	USE OF CONTRACT DOCUMENTS AND INFORMATION	17
5.	PATENT RIGHTS.....	18
6.	PERFORMANCE SECURITY	18
7.	INSPECTIONS AND TESTS	18
8.	PACKING	19
9.	DELIVERY AND DOCUMENTS.....	19
10.	INSURANCE	20
11.	INCIDENTAL SERVICES	20
12.	SPARE PARTS.....	20
13.	WARRANTY	20
14.	POST WARRANTY MAINTENANCE	21
15.	PAYMENT TERMS.....	21
16.	PRICES	22
17.	CHANGE ORDERS	22
18.	CONTRACT AMENDMENT	23
19.	ASSIGNMENT.....	23
20.	DELAYS IN THE SUPPLIER'S PERFORMANCE.....	23
21.	LIQUIDATED DAMAGES	23
22.	TERMINATION FOR DEFAULT.....	23
23.	FORCE MAJEURE.....	24
24.	TERMINATION FOR INSOLVENCY	24
25.	TERMINATION FOR CONVENIENCE.....	24
26.	GOVERNING LANGUAGE	24
27.	APPLICABLE LAW	24
28.	NOTICES	25
29.	TAXES AND DUTIES.....	25
30.	SUPPLIER INTEGRITY	25
31.	PATENT RIGHT	25
32.	HARDWARE AND SYSTEM SOFTWARE INSTALLATION	26
33.	RIGHT TO USE DEFECTIVE GOODS	26

SECTION III

CONDITIONS OF CONTRACT (COC)

1. DEFINITIONS:

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

- (a) **“The Contract”** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) **“The Goods”** means all of the equipment, machinery, and/or other materials including peripherals and software which the Supplier is required to supply to the Purchaser under the Contract.
- (d) **“Services”** means services ancillary to the supply of the Goods, such as transportation, insurance and any other incidental services, such as site-preparation, installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract.
- (e) **“COC”** means the Conditions of Contract.
- (f) **“The Purchaser”** means **Allahabad UP Gramin Bank**.
- (g) **“The Supplier”** means the individual or firm supplying the Goods under this Contract.
- (h) **“The Project Site”**, where applicable, means the **DC** at Lucknow & **DR** at New Delhi of Allahabad UP Gramin Bank as mentioned in the Schedule of Requirements in Section IV of RFP.
- (i) **“Day”** means calendar day.

2. APPLICATION :

2.1 These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS :

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in COC Clause 4.1 except for purposes of performing the Contract.

- 4.3 Any document, other than the Contract itself, enumerated in COC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. PATENT RIGHTS :

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

6. PERFORMANCE SECURITY:

- 6.1 Within **15 days** after the Supplier's receipt of Notification of Contract Award, the **supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value and valid at least for (5 years + 120 days + 15 days) from the date of notification of award covering the period of performance obligations including warranty and Maintenance (AMC/ATS/SA etc) obligations.**

- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 6.3 The Performance Security shall be denominated in Indian rupees only, and shall be in the following forms :

A bank guarantee issued by a Scheduled Commercial bank located in India

- 6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations.

7. INSPECTION AND TESTING :

- 7.1 The Purchaser, its consultant or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract at no extra cost to the purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 7.2 The post Delivery Inspection and testing shall be carried out to check whether the Goods are in conformity with all the technical specifications. The acceptance test will be performed after completion of installation of all the components of Goods at the site of installation. The acceptance will involve trouble free operation for 3 consecutive days at the site. The supplier will be responsible for setting up and running the acceptance test without any extra cost to the Bank. No malfunction, partial or complete failure of any part of hardware or any malfunctioning in the software etc. is expected to occur. The bidder shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Bank. An average uptime of 99.9% in case of hardware for the duration of test period shall be considered as acceptable.

- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason

of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the shipment of the goods.

- 7.5 Nothing in the COC Clause 7 shall in any way release the Supplier from any warranty and other obligations under this Contract.

8. PACKING :

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

9. DELIVERY AND DOCUMENTS :

- 9.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the schedule of requirement. The goods must be supplied with their original and complete printed documentation.

- 9.2 Within 24 hours of dispatch, the Supplier shall notify the purchaser and the Insurance Company by Cable / fax etc. the full details of the dispatch including Contract No., Description of Goods, Serial No. of goods, quantity, dispatch particulars and the date and name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the Insurance Company.

Original and three copies of :

- a) The Supplier's invoice showing purchase order number, Goods' description, serial number/s of goods, quantity, unit price, total amount;
- b) Delivery note, packing list;
- c) Insurance certificate;
- d) Supplier's certificate that the delivered goods are brand new in all its components and conform to the technical specifications required by the purchaser. In case of software, the supplier should certify that the software supplied to the Purchaser is licensed and legally obtained;
- e) Manufacturer's/Supplier's warranty certificate;
- f) Certificate of origin;
- g) Excise gate pass/ Octroi receipts, wherever applicable duly sealed indicating payments made; and

Any other document evidencing payment of statutory levies.

- 9.3 The bidder has to make its own arrangements to fulfil all delivery formalities, including payment of all taxes, duties, charges and levies of Central or State Governments, as applicable, and should not involve Bank in these activities. Bank will not accept any liability on account of non payment of any applicable taxes and levies by the bidder

10. INSURANCE

- 10.1 The goods supplied under the Contract shall be fully insured in Indian Rupees only against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110% of the CIP Destination value of the goods from "warehouse to warehouse (Final Destination)" on "All Risks" basis including War Risks and Strike clauses **valid for a period not less than 3 months after installation and commissioning and issue of acceptance certificate by the Purchaser.**
- 10.2 Should any loss or damage occur, the Supplier shall :
- a) initiate and pursue claim till settlement, and
 - b) Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

11. INCIDENTAL SERVICES :

- 11.1 The Supplier may be required to provide any or all of the following services including additional services.
- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods.
 - b) Installation of the goods.
 - c) Timely and proper maintenance of supplied goods.
 - d) Furnishing of a detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - e) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and
 - f) Training of the Purchaser's personnel.

12. SPARE PARTS:

- 12.1 The Supplier shall carry sufficient inventories to assure ex-stock supply of spares at their concerned support site(s). The supplier shall ensure the availability of after sales service for period of five years including warranty period.
- 12.2 If any of the component are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent or higher capacity at no additional charges to the purchaser.

13. WARRANTY:

- 13.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
- 13.2 This warranty shall remain valid for a period of **twelve (12) months** after the Goods have been delivered to and accepted at the final destination after proper installation and commissioning

- 13.3 Free comprehensive on-site maintenance services shall be provided by the supplier during the period of warranty.
- 13.4 The Purchaser shall promptly notify the Supplier of any claims arising under this warranty.
- 13.5 Upon receipt of such notice, the Supplier shall, within 24 hours repair or replace the defective goods or parts thereof, without any cost to the purchaser.
- 13.6 If the Supplier having been notified, fails to remedy the defect(s) within the period specified in COC Clause 13.5 or within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. POST-WARRANTY MAINTENANCE SERVICE:

- 14.1 After expiry of the one year warranty period, for **next four years** comprehensive onsite annual maintenance services and repairs of the entire systems will be done by the supplier and all services available during warranty period will also be made available during post-warranty AMC period. **It may be noted that all the parts of Servers must also be covered under replacement warranty for a period of 5 years, during the warranty and Post warranty period.**
- 14.2 The maximum response time for maintenance complaint from the destination specified in the schedule of requirements (i.e. time required for Vendors maintenance engineer to report at the site after a request call through telephone/e-mail is made or letter is written) shall not exceed 4 hours.
- 14.3 The maximum permissible **downtime for any equipment is 12 hours**. In case an item is not usable beyond the maximum permissible downtime the supplier will be required to arrange for an immediate replacement of the same by temporary substitute (of equivalent or higher configuration) till it is repaired. **Failure to meet the above standards of maintenance will be liable for a penalty of Rs. 10,000.00 for Server per day per item.** The amount of penalty will be recovered from maintenance charges payable for subsequent year or bank guarantee held with the Purchaser.
- 14.4 It is in the bidder's interest to quote Post Warranty Maintenance Charges (AMC/ATS/SA etc.) amount as per industry practice. In case it is found that the AMC/ATS/SA quoted for any year is below 20% of **total cost** (i.e. Column C of Annexure 10 of RFP "cost inclusive of 1st year warranty, ATS,SA etc") for any category of System Software or 10% of **total cost** (i.e. Column C of Annexure 10 of RFP "cost inclusive of 1st year warranty, ATS,SA etc") for Server, Bank reserves the right to ask for additional bank guarantee up-to 20% of the cost of the item/s for the total TCO period of 5(Five) years (including the Post Warranty Period).
- 14.5 The supplier shall conduct preventive maintenance (including inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of the equipment) **once atleast in every 30 days** in addition to the normal maintenance require.

15. PAYMENT TERMS:

- 15.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by documents submitted pursuant to Clause 9 and upon fulfilment of other obligations stipulated in the Contract.
- 15.2 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days of submission of an invoice/claim with complete and all necessary documents by the Supplier.

15.3 The Following payment terms will apply:

(A) Hardware:

- **90%** of the cost of Servers would be payable after delivery, installation, Post Delivery Inspection and acceptance.
- **Balance 10%** of the cost of servers will be paid after three months of acceptance.

(B) Software :

- **90%** of the cost of Software shall be made on receipt of the Media, License at the site and successful installation on the Servers.
- **Balance 10%** of the cost of software will be paid after three months of successful installation on the servers.

(C) Payment of Annual Maintenance Charges :

- Annual maintenance cost (after one year warranty period) for the Servers and Software items shall be paid in advance, at the rates quoted in the price schedule, in each year subject to submission of ATS and SA documents etc. in case of Software items and satisfactory services rendered during the previous year of warranty/maintenance.

16. PRICES :

- 16.1 The prices once offered must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency or change in the duty/tax structure or for any other reason. However, the entire benefits/advantages arising out of fall in prices, taxes, duties or any other reason, must be passed on to the Purchaser without the Purchaser specifically asking for it.

17. CHANGE ORDERS:

- 17.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following :

- (a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the purchaser;
- (b) The method of shipment or packing;
- (c) The place of delivery and/or
- (d) The Services to be provided by the Supplier.

- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. CONTRACT AMENDMENT :

18.1 Subject to COC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. ASSIGNMENT:

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

20. DELAYS IN THE SUPPLIER'S PERFORMANCE:

20.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

20.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

20.3 Except as provided under COC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to COC Clause 21, unless and extension of time is agreed upon pursuant to COC Clause 20.2 without the application of liquidated damages.

21. LIQUIDATED DAMAGES:

21.1 Subject to COC Clause 23, if the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1(one) percent of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to COC Clause 22.

22. TERMINATION FOR DEFAULT :

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

- (a) if the Supplier fails to deliver any or all of the Goods and Services within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to COC Clause 20; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract pursuant to ITB Clause 29.

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to COC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods and services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods and/or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

23. FORCE MAJEURE :

- 23.1 Notwithstanding the provisions of COC Clauses 20, 21 and 22, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and 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.
- 23.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier'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.
- 23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. TERMINATION FOR INSOLVENCY:

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

25. TERMINATION FOR CONVENIENCE :

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

26. GOVERNING LANGUAGE :

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

27. APPLICABLE LAW:

- 27.1 The Contract shall be interpreted in accordance with the laws prevalent in India.

28. NOTICES:

- 28.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable/fax/email and confirmed in writing to the other party's address.
- 28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

The following shall be the address of the Purchaser and Supplier.

Purchaser -

**Allahabad UP Gramin Bank
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow- 226 010 (UP)**

Supplier - (To be filled in at the time of contract signing)

29. TAXES AND DUTIES :

- 29.1 The Bidder will be entirely responsible to pay all taxes including corporate tax and income tax, duties, license fees, octroi, road permits, etc. in connection with procurement and delivery of goods at site including incidental services and commissioning.
- 29.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.
- 29.3 The Bidder is expected to quote all components and services in Indian Rupees (without decimal places) on a fixed price basis as part of the commercial Bid **inclusive** of all costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc.. at the respective delivery location of the bank but **exclusive** of **only** applicable (in India) Sales Tax/VAT, Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. Further, receipts of such payments made to relevant authorities must be produced for Octroi / Entry Tax / equivalent local authority cess. The Bank will not pay any other taxes, cost or charges.

30. SUPPLIER INTEGRITY:

- 30.1 The Supplier 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.

31. PATENT RIGHTS

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

32. HARDWARE AND SYSTEM SOFTWARE INSTALLATION:

- 32.1 The Supplier will promptly install the delivered goods at the designated installation sites. The Supplier is responsible for installation and configuration of systems at sites including unpacking of cartons / boxes, assembling, wiring, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.
- 32.2 The Supplier must install, test and integrate hardware and software components supplied by them to ensure inter-working of hardware and software. The supplier will also be responsible to co-operate with the Purchaser and/or **its application software vendor**, who will install the application software on the systems, to ensure that the integrated systems are fully functional.
- 32.3 The Purchaser reserves the right to install third party software/hardware or any other products at the same site.
- 32.4 The Purchaser reserves the right to shift any equipment delivered by the Supplier from one destination to another at its cost for which the Supplier shall extend all assistance and install the equipment at the new site.
- 32.5 The Supplier will not subcontract or delegate or permit anyone other than its own personnel to provide maintenance services during warranty and maintenance period without the prior written consent of the Purchaser. In such a case, the Purchaser will have the discretion to forfeit the Bank Guarantee.

33. RIGHT TO USE DEFECTIVE GOODS :

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

SECTION IV**SCHEDULE OF REQUIREMENTS****1. Brief Description:**

Supply of Servers and System Software at **DC, Lucknow & DR, New Delhi**. The procurement envisages supply, installation, commissioning and maintenance.

2. Items to be supplied, Installed and maintained:

Server & System Software Configuration				
Location: DC, Lucknow				
Feature	Configuration	Qty	Server Utilization	OS
Processors	Intel® Xeon® Processor X5650, 2x6c, 2.66 GHz, 12M Cache	2	RHEV-H	Red Hat Enterprise Linux 6.3
RAM	32GB (4 x 8GB) RDIMM			
NIC	1Gb Ethernet x 2			
HBA	Dual port 8Gb Fibre Channel PCIe HBA			
HDD	300 GB SAS Drives 15K RPM.			
	Network Management Card			
Power supply	Auto-ranging 750W AC power supply			
Tape Drive	Ultrium 5 with backup software	1		
	Red Hat Enterprise Virtualization for servers 4 socket	1		
	Red Hat Enterprise Linux 1to 2 socket with one guest for manager	1		
	Red Hat Enterprise Linux 1 to 2 socket with 4 guest	2		
	Red Hat High Availability add-ons	2		
	Standard support			
PC	3rd Gen Intel Core i7, 8 GB RAM, NIC 1 x 1 GB/S, HDD 300GB SATA	1	RHEV-M	Red Hat Enterprise Linux 6.3
Console KVM Switch	8 Port		1	
SAN Storage	2TB HDD (Usable Space) with 8GB/Sec accessing speed		1	
Location: DR, New Delhi				
Feature	Configuration	Qty	Server Utilization	OS
Processors	Intel® Xeon® Processor X5650, 2x6c, 2.66 GHz, 12M Cache	2	RHEV-H	Red Hat Enterprise Linux 6.3
RAM	32GB (4 x 8GB) RDIMM			
NIC	1Gb Ethernet x 2			
HBA	Dual port 8Gb Fibre Channel PCIe HBA			

HDD	300 GB SAS Drives 15K RPM.			
	Network Management Card			
Power supply	Auto-ranging 750W AC power supply			
Tape Drive	Ultrium 5 with backup software	1		
	Red Hat Enterprise Virtualization for servers 4 socket	1		
	Red Hat Enterprise Linux 1to 2 socket with one guest for manager	1		
	Red Hat Enterprise Linux 1 to 2 socket with 4 guest	2		
	Red Hat High Availability add-ons	2		
	Standard support			
PC	3rd Gen Intel Core i7, 8 GB RAM, NIC 1 x 1 GB/S, HDD 300GB SATA	1	RHEV-M	Red Hat Enterprise Linux 6.3
Console KVM Switch	8 Port		1	
SAN Storage	2TB HDD (Usable Space) with 8GB/Sec accessing speed		1	

3. Delivery Schedule:

3.1 The delivery of the equipments should be affected **within 2 weeks** of signing of Contract.

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

4. The supplier will be responsible for supply, install and commissioning of all future upgrades, patches of the Operating System and all other software's and hardware. In such cases no additional cost for installation and commissioning will be charged by the supplier for the future upgrades.

5. Bid Security:

The Bid Security should be in Indian Rupees amounting Rs. **2, 00,000/-**.

6. Scope of Work

The successful bidder will **Supply, Install, Configure and Commission the Hardware and software** at our **DC in Lucknow and DR in New Delhi**. The scope of work will broadly cover the following:

Hardware

- Supply, Installation, Configuration, Commissioning and Maintenance of all the supplied hardware at DC, Lucknow and DR, New Delhi.
- All kind of cables (UTP, Fiber, Power, USB, Serial, SATA, SAS, and SCSI etc.) required for the complete commissioning of servers should be provided by the vendor.
- Installation and Configuration of RAID controller.

Software

- Supply, Installation, Configuration, Commissioning and Maintenance of Red Hat Enterprise Linux 6.3 , Red Hat Enterprise Virtualization 3.1 and all other licenses mentioned in Annexure-5 with latest service pack and all the required patches on the servers at ALLAHABAD UP GRAMIN BANK DC & DR.

- Any drivers/driver software required for smooth commissioning should be installed.

The bidder will also be responsible to co-operate with the purchaser and/or its application vendor/s to facilitate smooth installation and operationalization of application/s during the period of Contract (One year warranty and four years Maintenance)

7. Address Of Delivery Sites**DC**

Allahabad UP Gramin Bank
Data Center
Titanium Block-C
Shalimar Corporate Park
Plot No-TC/G-1/1
Vibhuti Khand, Gomti Nagar
Lucknow- 226 010 (UP)

DR

Allahabad Bank RRB CBS Project
Disaster Recovery Site
Tulip Data Centre
D-176, Okhla Industrial Area, Phase-1
New Delhi-20

SECTION V**BID FORM, PRICE SCHEDULE AND OTHER FORMATS**

Sl. No.	SUBJECT	PAGE NO.
1.	Credential letters from the Purchasers/Banks (Annexure- 1)	30
2.	Bidder Turnover & Profit (Annexure-2)	31
3.	Manufacturer's Authorisation Form (Annexure-4).....	32
4.	Technical Specifications of Server (Annexure-5).....	33
5.	Bid Form (Annexure-6)	36
6.	Deviation Statement (Annexure-7).....	37
7.	Service Support Details (Annexure-8).....	38
8.	Bid Security Form (Annexure-9).....	39
9.	Price Schedule for Goods & Services (Annexure-10).....	41
10.	Contract Form (Annexure-11).....	42
11.	Performance Security Form (Annexure-12)	44
12.	Undertaking of Authenticity for Supply of Servers (Annexure-13).....	45
13.	Business Rules and Terms & Conditions of E- Tendering (Annexure-14).....	46
14.	Compliance Statement (Annexure- 14 A)	50

Annexure 1 – Credential Letter from Purchasers/Banks

(Each credential to be submitted on the letter head of the relevant Purchaser/Bank for whom the hardware was implemented)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the following Hardware items were supplied by M/s _____ and is running successfully in our Organisation/Bank.

Name	Make, Model and configuration	Quantity	Month & Year of Installation
1) Servers			
2) Other Components			

The Service support from the M/s _____ is satisfactory.

Place:

Date:

Seal & Signature
(For supplier/Bank)

Annexure 2 – Eligibility Criteria (EC) – Bidder Turnover & Profits

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

Name of the Bidder Company / Firm : _____

Details of turnover and profit for last three years:

Sr. No	Financial parameters of the bidder Business Results	Annual Turnover (INR)	Profit (INR)
1	2010-2011		
2	2011-2012		
3	2012-2013		
	Only Bidder company / Firm figures need to be mentioned. <i>(Not to include subsidiary, affiliate or group entities figures)</i>	(Mention the above amount in INR only)	

Also, copies of Audited Balance sheet and Profit & Loss accounts for the years 2010-11, 2011-12, audited/unaudited copy of balance sheet and Profit & loss for year 2012-13 to be submitted along with this Annexure.

Certified By :
(Chartered Accountant)
Place:

Date:

Seal & Signature of authorized signatory
(For Bidder)

Annexure 4 - MANUFACTURER’S AUTHORISATION FORM.

No.

Dated.....

To : Allahabad UP Gramin Bank,
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow– 226 010 (UP)

Dear Sir,

Sub: RFP Ref. No DC-2/2013-2014 dated 10.04.2013

We an established and reputable manufacturers of..... having factories atand do hereby authorise M/s..... (Name and address of Agents) to bid, negotiate and conclude the contract with you against the above RFP.

We hereby extend our full guarantee and, warranty as per RFP for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(NAME)

for and on behalf of M/s_____

(Name of Manufacturer/s)

Note : This Letter of authority should be on the letter-head of the manufacturing concern who is authorizing the bidder to bid for their product and should be signed by a person competent to bind the manufacturer. It should be included by the bidder in the bid.

Annexure 5- Technical Specification for Servers & System Software**A). SAN STORAGE SPECIFICATION (1 at each location- Total 2)**

Sr. No.	Components	Specifications	Description of Your Offer (including make & model & part no.)
1	Brand	IBM /HP/ DELL/ SUN	
2	RAID level	RAID Array supporting 0, 1, 0+1, 5 levels	
3	Technology	The RAID implementation should be hardware based and should be based on Fibre Channel technology. The storage should support Self Encrypting Drive(SED)	
4	Architecture	The array should have support for 2 nos. of array controllers for better performance and redundancy. Each RAID controller should have minimum 4 No. of 8 Gbps Host FC ports and 1 Nos. physical 6 Gbps SAS ports for backend drive connectivity (total minimum 4 GB Cache across two controllers).	
5	Reliability	The disk array should support Dual, Redundant, Active-Active paths via switches and HBAs so that disks are accessible always to the RAID controller in case of any component or path failure. (No Single Point of Failure Architecture). Should have internal environment monitoring.	
6	Disk drives	10 Nos - 8 Gbps SAS Disks of 300 GB 15K RPM (Minimum 2TB Usable on RAID 5 with 1 Hot Spare)	
7	Volume expansion	The storage system should support dynamic volume expansion.	
8	RAID level mixing	It should support a mix and match of RAID levels behind a pair of controllers.	
9	No SPOF	Disk array should have no single point of failures (NSPoF), component and function level redundancy to provide high availability features for all the components at RAID controller level, redundant power supply, and redundant cooling fans.	
10	Sparing	Should have Global Online Spare pools, to reduce the risk of data loss by facilitating automatic rebuilds after drive failure.	
11	Cables & Accessories	The said storage should be supplied with all cables and accessories to connect 2 Servers	
12	OS support	Support for industry-leading Operating System platforms including: Microsoft windows Server, RHEL etc.	

B). SERVER SPECIFICATION (2 No. at each location- total 4)

Sr. No.	Components	Specifications	Description of Your Offer (including make & model & part no.)
1	Brand	IBM/ HP / DELL / SUN	
2	Form Factor	2U Rack Server	
3	CPU	2 Nos. x Intel Six Core Xeon 5650, 2.66 GHz, 12MB L3 Cache or Better	
4	CHIPSET	Intel's Server Class Chipset compatible with above processor	
5	HDD	2 Nos. x 300GB 15K RPM SAS Drive or higher (on RAID 1), Hot Swappable Disk.	
6	RAM	4 Nos x 8 GB ECC DDR3 1066/1333 Mhz or higher (scalable to 32 GB or higher)	
7	DVD WRITER	Internal 24x DVD Writer with full backward compatibility support for CD-R/RW	
8	CONTROLLER	a. Integrated / Add-on SAS Raid Controller with Support For RAID 0, 1	
		b. One No. SCSI/SAS controller card to connect Tape Drive with cables	
9	LAN CARD	2 Nos. Gigabit (100/1000 Mbps) Ethernet Cards on board	
10	EXPANSION SLOTS & PORTS	Min. 4 Nos. of PCI / PCIe slots	
		Min 1 Serial, 2 x RJ45 Ethernet, 4 USB ports, 1 VGA	
11	HBA	2 Nos Single port FC HBA 8 Gbps PCIe	
12	POWER SUPPLY	80 (+/-2) efficiency Server grade and dual redundant power supply, 750W	
13	OS COMPATIBILITY	Redhat Linux latest version certified	
14	OS SUPPLIED	Red Hat Enterprise Linux 6.3	

C). PC Specification 0(1 at each location- Total 2)

Sr. No.	Components	Specifications	Description of Your Offer (including make & model & part no.)
1	Brand	HP / DELL/ IBM/ HCL	
2	Configuration	3rd Generation Intel Core i7, 8GB RAM, 1Gbps NIC, 300GB SATA HDD	
3	Monitor	Min. 17" TFT, 1024x768 @60Hz (or better), User programmable Display Modes	
4	Keyboard	OEM Specific USB key board	
5	Mouse	OEM Specific USB Mouse	
6	Display Controller	Integrated Graphics 8 MB VRAM or more	
7	DVD WRITER	Internal 24x DVD Writer with full backward compatibility support for CD-R/RW	
8	OS Supplied	Red Hat Enterprise Linux 6.3	

D). Tape Drive SPECIFICATION (1 No. at each location- total 2)

Sr. No.	Components	Specifications	Description of Your Offer (including make & model & part no.)
1	Brand	HP / DELL / SUN / IBM	
2	TAPE DRIVE	Ultrium 5/LTO5 (1.6 TB / 3.0 TB) with backup software with License and Set of Tapes	

Other Item SPECIFICATION (1 Set at each location- total 2 Set)

Sr. No.	Components	Specifications	Description of Your Offer (including make & model & part no.)
1	Console KVM Switch	8 Port Console KVM Switch with Monitor , Keyboard and Mouse and 8 set of Cables	
3	RedHat	Red Hat Enterprise Virtualization for servers 4 socket - 1 Qty	
		Red Hat Enterprise Linux 1to 2 socket with one guest for manager - 1 Qty	
		Red Hat Enterprise Linux 1 to 2 socket with 4 guest - 2 Qty	
		Red Hat High Availability add-ons - 2 Qty	
		Standard support	

Annexure 6 - BID FORM

Ref. No.:

Date:

TO :

**Allahabad UP Gramin Bank,
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti
Lucknow– 226 010 (UP)**

Having examined the RFP (Ref. No. **DC-2/2013-2014 dated 10.04.2013**) including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver equipments and services including installation and commissioning in conformity with the said RFP in accordance with the Schedule of Prices indicated in the Commercial Offer and made part of this bid.

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

If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to **10% of the contract price** for the due performance of the Contract in the form prescribed by the Bank.

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

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

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

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

Address of Bidder for Single Point of Contact:

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

Place:
Date:

Seal & Signature
Authorized Signatory

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

Annexure 7 – DEVIATION STATEMENT**(A) TECHNICAL DEVIATION STATEMENT**

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

CLAUSE	DEVIATION	REMARKS with justification

(B) COMMERCIAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

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

Terms & Conditions	Remarks with justification

Except the aforementioned deviations, we agree to all the terms & conditions of the RFP (Ref. No. **DC-2/2013-2014 dated 10.04.2013**) and confirm that the bid submitted by us is in conformity with Bank's requirement as stipulated in the said RFP.

Place _____

Dated _____

Seal and Signature of Authorized Signatory

NOTE:

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

Annexure - 8 SERVICE SUPPORT DETAILS**(Please attach list strictly as per following format)**

Sl. No.	Location of the Purchaser's Offices	Bidder's Location			Status of office working days & hours	Number of hardware engineers	Number of software engineers
		Service Centre Address	Distance in KM from destination	Phone No. Fax No. and E-mail Address			
1	DC, Lucknow						
2	DR, New Delhi						

Seal and Signature of authorized signatory _____

Annexure 9 - Bid Security Form

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

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

Bank Guarantee No.

Date:

TO :

Allahabad UP Gramin Bank
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow- 226 010 (UP)

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for Procurement of Server and System Software for supply, installation and maintenance in response to Allahabad UP Gramin Bank's Request for Proposal (RFP) Ref. No. : **DC-2/2013-2014 dated 10.04.2013***- (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto ALLAHABAD UP GRAMIN BANK (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 by the Bidder on the Bid Form; or
- 2 In case of successful bidder, if the bidder :
 - fails or refuses to sign the Contract Form; or
 - fails or refuses to furnish the Performance Guarantee, in accordance with the Terms & Conditions of the RFP or Contract

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), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. 2,00,000/- (Rupees Three Lakhs 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 10- Price Schedule for Goods and Services

Sl.No.	Description of Item	No. of Units (A)	Cost (Inclusive of 1st year warranty, ATS, and SA etc.)		Annual Maintenance Charges (AMC/ATS/SA etc costs) for all the units				Total Cost for 5 years (C+D+E+F+G)
			Unit Cost (B)	Total Cost (A*B) (C)	Year 2 (D)	Year 3 (E)	Year 4 (F)	Year 5 (G)	
1	Server (Intel Xeon Processor X5650,2X6c,2.66 Ghz,12M cache)	4							
2	Tape drive(Ultrium 5 with backup software)	2							
3	PC (3rd Gen Intel Core i7, 8 GB RAM, NIC 1 x 1 GB/S, HDD 300GB SATA)	2							
4	Console KVM Switch 8 Port	2							
5	SAN Storage (2TB HDD (Usable Space) with 8GB/Sec accessing speed)	2							
6	Red Hat Enterprise Virtualization for servers 4 socket	2							
7	Red Hat Enterprise Linux 1to 2 socket with one guest for manager	2							
8	Red Hat Enterprise Linux 1 to 2 socket with 4 guest	4							
9	Red Hat High Availability add-ons	4							
					Total Cost of Ownership for 5 years (in figures)				

Total Cost of ownership for 5 years (in words): Rupees.....

Note:

- 1) The bidder has to quote all components and services on a fixed price basis inclusive of all costs and taxes like custom duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the delivery location of the Bank but exclusive of only applicable (in India) Sales Tax/ VAT, Service tax and Octroi/Entry Tax/equivalent local authority cess, which shall be paid/reimbursed on actual basis on production of Bills. Further, receipts of such payment made to relevant authorities must be produced for Octroi/Entry Tax/ equivalent local authority cess. The Bank will not pay any other taxes, costs or Charges.
- 2) The Commercial Bid will be evaluated based on the above Total Cost of Ownership of 5 years.
- 3) The bidder has to quote for each line item.
- 4) The Unit and Total Cost should be given in full INR (i.e. without decimal places)

- 5) In case of discrepancy between unit price and Total price, the unit price shall prevail.
- 6) The bidder has to quote AMC/ATS/SA etc. strictly in conformity to the RFP

Place: _____

Seal & Signature of Authorized signatory: _____

Date: _____

Annexure 11 -CONTRACT FORM

Non-Judicial Stamp Paper of appropriate value

CONTRACT NUMBER:

THIS AGREEMENT is made at Banda this _____ day of _____, 20____ Between **ALLAHABAD UP GRAMIN BANK**, a Regional Rural Bank sponsored by Allahabad Bank established under the RRB Act 1976, having its Head Office at DM Colony, Civil Lines, Banda, hereinafter referred to as "the Bank/ Purchaser" (which expression shall unless repugnant to the context herein shall mean and include its successors in business and assigns) of the ONE PART and _____ (Name of the Supplier), a company incorporated under the provisions of Companies Act, 1956 and having its registered office at _____, India herein after referred to as "the Supplier / Vendor" (which expression shall unless repugnant to the context herein shall mean and include its successors in business and assigns) of the OTHER PART:

WHEREAS the Bank invited bids from reputed Vendors for providing and maintaining the hardware, software and services (also called as "goods and services") for supply, installation and maintenance of servers and system software in Bank for a period of five years and the vendor has agreed to provide & maintain the said goods and services and Bank has accepted the bid by the Vendor received in response to request for proposal (RFP) bearing Ref. No. : **DC-2/2013-2014 dated 10.04.2013** at a total cost of INR _____/- (Rupees _____) for 5 years (hereinafter referred as "the contract price"). This cost is inclusive of cost of the goods (hardware & software), AMC/ATS/SA cost etc. as per the scope of the RFP for 5 Years.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents attached hereto shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The RFP ref No. <_____>and subsequent addendums dated DD/MM/YYYY, etc., for supply, installation and maintenance of Servers and System software
 - b) The Technical and commercials bids submitted by the vendor and subsequent amendments, if any, made into it as accepted by the bank.
 - c) Bid Form (Annexure 6 to the RFP)
 - d) Additional terms or documents, if any.
 - e) The Bank's Notification of Award of the contract and vendor's acceptance letter.
3. In consideration of the payments to be made by the Bank to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Bank to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the contract.

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

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

Signed, Sealed and Delivered by the

said _____(For the Supplier) in presence of _____

Signed, Sealed and Delivered by the

said _____ (For the Bank) in presence of _____

Annexure 12- PERFORMANCE SECURITY FORM

(BANK GUARANTEE FORMAT)

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

Bank Guarantee No.

Date:

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) and undertaken for supply, installation and maintenance of Servers and System Software etc. (hereinafter called "goods and services") in response to Allahabad UP Gramin Bank's Request for Proposal (RFP) Ref. No. : **DC-2/2013-2014 dated 10.04.2013** for procurement of Servers and System Software for supply, installation and maintenance.

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto ALLAHABAD UP GRAMIN BANK (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:

- If the bidder, having been notified, by the purchaser, as selected for the supply, installation & maintenance of goods & services as per the scope of RFP & subsequent clarifications issued by the purchaser, during the period of contract fails to supply ,install and provide / maintain goods & services or perform obligations in accordance with the aforesaid RFP and Contract, as bidder;

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 above condition(s), specifying the occurred condition(s).

This bank guarantee will remain in force up to _____ (mention date of expiry), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

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

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 13 - Undertaking of Authenticity for Supply of Servers and System Software

Sub: Supply of Servers / System Software

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

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

We hereby undertake that all the components/parts/assembly/software's used in the Servers under the above like Hard Disk, Monitors, Memory etc shall be original new components parts/assembly/software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system and RDBMS, if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate

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

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

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

Signature of Authorized Signatory
Name:
Designation:

Annexure 14- Business Rules and Terms & Conditions of E- Tendering

RFP Ref. No. DC-2/2013-2014 dated 10.04.2013

1. Definition

- 1.1 "Bank" means "Allahabad UP Gramin Bank".
- 1.2 "Service Provider" means "**Antares Systems Ltd**".
- 1.3 "Bidder" means the party or his authorized representative who has participated in the RFP /Tender Process/ and having valid Class III Digital Signature Certificate and willing to comply with all the instructions, terms and conditions of RFP.
- 1.4 "L1" means the Bidder who has quoted lowest price in the Online Reverse Auction process.
- 1.5 "L2" means the Bidder who has quoted second lowest price in the Online Reverse Auction process.
- 1.6 "L3" means the Bidder who has quoted third lowest price in the Online Reverse Auction process.
- 1.7 "E- Tendering" means, the process to participate in online reverse auction.

2. Guidelines and Terms and Conditions of E- Tendering:

2.1 Eligibility:

Bidders should ensure that **they have valid class III digital signature certificate (Mandatory for login and submit)** well in advance to participate in the E- Tendering process. Bank and / or Service Provider will not be responsible in case Bidder could not participate in E tendering process due to non-availability of valid digital signature certificate.

2.2 Web Portal

E-Tendering will be conducted on a specific web portal (www.tenderwizard.com/abbank) meant for this purpose with the help of the M/s Antares Systems Ltd.

In case of any clarification/Assistance please contact M/s Antares Systems Ltd.

Contact Persons:-

Mr. Kumar Chandan : 09674758720

Mr. Debraj Saha : 09674758721

Mr. Subrata Bhattacharya : 09674758722

E-mail : kumarchandan@antaressystems.com

debrajsaha@antaressystems.com

2.3 General Terms and Conditions of E-Tendering

2.3.1 The bidders participating in E-Tendering process shall submit the following duly signed (and stamped) by the same Competent Authority who signed the offer documents in response to the RFP floated by Bank.

2.3.1.1 Undertaking letter for acceptance of Business Rules and Terms & Conditions for E- Tendering and Letter of Authority authorizing the name/s of official/s to take part in E-Tendering as per the format **Annexure I4 A** (Compliance Statement)

2.3.1.2 Copy of Agreement between Service Provider and Bidder. This format will be provided by the service provider.

- 2.3.2 In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider and/or bank is not responsible.
- 2.3.3 In order to ward-off such contingent situation,
- 2.3.3.1 Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the E- Tendering successfully.
- 2.3.3.2 However, the bidders are requested to not to wait till the last moment to submit and/or quote their bids to avoid any such complex situations.
- 2.3.3.3 Failure of power at the premises of vendors during the E-Tendering cannot be the cause for not participating in the E-Tendering.
- 2.3.3.4 On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
- 2.3.3.5 Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to web portal irrespective of the cause.
- 2.3.3.6 For making the process of E-Tendering and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, without this Bidder will not be eligible to participate in the E-Tendering.
- 2.3.3.7 Neither Bank nor service provider would be responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

2.4 Errors and Omissions

On any issue or area of material concern in respect of E-Tendering not specifically dealt with in these Business Rules and Terms & conditions of E-Tendering, the decision of the bank shall be final and binding on all concerned.

3. E-Tendering Process (Process of Online Reverse Auction):

- 3.1 Registration with the Service Provider Portal (www.tenderwizard.com/abbank).
- 3.2 The date & time of commencement of Online Reverse Auction will be notified to all the eligible bidders
- 3.3 Bank reserves the right to postpone / change / cancel the Online Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.
- 3.4 Online Reverse Auction will normally be conducted for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Online Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 90 minutes only. In case there is no bid price in the last 10 minutes of closing of Online Reverse Auction, the auction shall get closed automatically without any extension.
- 3.5 The time period of Online Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.

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

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

3.8 **Start Price**

- Start price for Online Reverse Auction will be notified to all the eligible bidders (*Total Cost with One year Warranty and Four years maintenance*) as mentioned at sl. No. 6 in Annexure 10 of RFP)
- The start price of online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the price with minimum one decremental bid value below the start price. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement bid value or in multiples of the decrement bid value.

3.9 **Decremental Bid Value:**

- The decremental value of the bid will be Rs. 10,000/-. This amount may be revised by Bank before the start of Online Reverse Auction event.
- Bidder is required to quote his bid price only at a specified decremented value.
- Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.

3.10 **TRANSPARENCY IN BIDS:**

Bidder will be able to view the following on their screen along with the necessary fields in Online Reverse Auction:

- i) Opening/ Starting Price for the auction
- ii) Leading / Lowest Bid Price in Auction
- iii) Last Bid Price placed by the respective Bidder
- iv) Time left for the auction

3.11 **MASKING OF NAMES:**

Names of bidders/ vendors shall be anonymously masked in the Online Reverse Auction process. After completion of online Reverse Auction, the service provider shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

3.12 **Finalization of the Successful Bidder:**

- At the end of Online Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Online Reverse Auction.
- Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup as *per Annexure- 10 of the RFP* and strictly in conformity to the Clause 14.4 of COC of RFP, immediately to the Bank

and to the service provider for further proceedings. The Bidder has to fax and mail the duly signed and stamped filled-in prescribed format to Bank within one working day of online Reverse Auction without fail. The Original signed copy should reach the Bank within 3 working days of online Reverse Auction without fail.

- Any variation between the online Reverse Auction bid price of the bidder and signed document submitted by them will be considered as sabotaging the tender process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure.

4. Bidder's Obligation:

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

5. Change in Business Rules, Terms & Conditions of E tendering:

Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.

Annexure 14 A : COMPLIANCE STATEMENT

(To be submitted by all the technically qualified bidders)

To

Date: -----

Allahabad UP Gramin Bank
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow– 226 010 (UP)

DECLARATION

- 1 We (Name of the company) hereby confirm having submitted our bid for Participating in Bank’s RFP Ref No. DC-2/2013-2014 dated 10.04.2013 for supply, installation and maintenance of Servers and System Software for Allahabad UP Gramin Bank.
- 2 We confirm having read and understood the terms and conditions of the RFP as well as the Procedures relating to the process.
- 3 We hereby undertake and agree to abide by all the terms and conditions stipulated by the Allahabad UP Gramin Bank in the RFP document including all Annexure and the Procedure, Business Rules and Terms and Conditions of E tendering process.
- 4 We shall participate in the E tendering conducted by M/s. Antares System Ltd (auction service provider retained by the Bank) and submit our commercial quote through online reverse auction. In doing so, we shall abide by the procedures prescribed for online auction by the Bank and auction company.
- 5 We, hereby confirm that we will honour the Bids placed by us during the E tendering process, failing which we shall be liable for any other consequential action that may be taken by the Bank including any debarment from participation in future procurement by the Bank.
- 6 We confirm having nominated our representative (Shri/Smt/Ms..... designated as.....of our company to participate in the E tendering process on behalf of the company. We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company. We undertake that the company shall be bound by the actions made by him during the E tendering process and thereafter.
- 7 We undertake to submit the confirmation of last bid price and price breakup by us to the Auction Company /Bank within one working day of the completion of event and any other specific requirement indicated in the RFP.

Signature with company seal

Name-

Address of Company:

Date:

Name & Designation of Authorized Representative:

Signature of Authorized Representative: