



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 SAN STORAGE FOR
BIOMETRIC AUTHENTICATION SOLUTION**

REF NO: DC-3/2013-2014

DATE: 30.05.2013

COST OF THE RFP: Rs 2000/- (Rupees Two 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 **SAN Storage** 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.

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SECTION - I**INVITATION FOR BIDS (IFB)**REF No. **DC-3/2013-2014****DATE: 30.05.2013**

- 1 Allahabad UP Gramin Bank intends to procure SAN Storage 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 and Commercial bids are invited from eligible bidders for the supply, installation, commissioning and maintenance of SAN Storage.
- 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 2,000.00 (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.2000.00** 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-3/2013-2014 dated 30.05.2013
7.2	Price of RFP	INR 2000/-
7.3	Courier charges (if required)	INR 500/-
7.4	Date of commencement of sale of RFP	30.05.2013 , 11:00 Hrs IST
7.5	Date and time of Pre-bid meeting	03.06.2013, 13:00 Hrs IST
7.6	Last date and time for sale of RFP	10.06.2013, 12:00 Hrs IST
7.7	Last date and time for submission of Bid	10.06.2013, 13:00 Hrs IST
7.8	Date and time of opening of Technical Bids	10.06.2013, 15:00 Hrs IST
7.9	Date and time of opening of Commercial Bids	10.06.2013, 17:00 Hrs IST

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 Bids will be opened in the presence of the bidder's representatives who choose to attend on the specified date and time. The commercial bids of only technically qualified bidders will be opened and the lowest quote obtained through commercial bids will be used for deciding the L1 Bidder. No further discussion / interface will be granted to bidders whose bids have been technically disqualified.
9. 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 SAN 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 SAN 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 SAN along with AMC/ATS support	Manufacturer's authorization form /certificate, signed by the authorised signatory of OEM of the proposed SAN. (Annexure-4)

3. ELIGIBLE GOODS AND SERVICES:

The Purchaser is looking for SAN (Technical Specifications are given in Annexure- 5)

4. COST OF BIDDING:

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

5. CONTENTS OF RFP:

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

- 1) Instruction to Bidders (ITB);
- 2) Conditions of 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,

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:

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.

10.2 SUBMISSION OF BIDS:

Bidders are required to submit the Technical & Commercial Bids in physical form.

10.2.1 SUBMISSION OF TECHNICAL & COMMERCIAL BID:

The Bid Submission is divided into two sections i.e. Technical section and 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 Bid - Supply, Installation and maintenance of SAN Storage (Envelop-I)	Bid - Supply, Installation and maintenance of SAN Storage
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	To be submitted		

deed	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 SAN	Annexure-13	
Section II- Commercial Section		
Commercial Bid (Price Schedule for Goods and Services)	Annexure-10	Commercial Bid - Supply, Installation and maintenance of SAN Storage (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 Commercial Bids of bidders, who qualify in technical evaluation, will be considered for participation in Commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

11 . BID SECURITY (EARNEST MONEY DEPOSIT):

- 11.1 The Bidder shall furnish a bid security (as per Annexure-9) for Rs **1, 00,000/- (Rupees One 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 Bidder's 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. Commercial Bids of the bidders qualifying in Technical Bid Evaluation would only be opened.
- 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 Commercial Bids

The Commercial Bids (as per Annexure -10) of the technically qualified bidders only would be opened later by the Bank. The quotes contained therein will be used for commercial evaluation to determine L1 bidder. The lowest quote (TCO of 3 years i.e. Comprehensive onsite warranty) obtained through commercial bids will only be used to determine the L1 bidder.

Determination of L1 Bidder and Awarding of Contract:

After the opening of Commercial bids the L1(Lowest) bidder will be decided on the total TCO Price of 3 years (Cost with comprehensive onsite warranty of 3 years) i.e. sl. no 1 of Annexure-10 of RFP,

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

20 CONTACTING THE PURCHSER :

- 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.
- 23.2 AUPGB shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or with incomplete information without assigning any reason whatsoever. Bank reserves the right to make any change/s in the terms and conditions of the services of the bidder. Bank will not be obliged to meet and have discussions with any bidder, and or listen to any representation.

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

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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 :

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

3. STANDARDS :

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 :

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 :

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 thirty six (36) 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.
- 13.7 Three years comprehensive onsite annual maintenance services and repairs of the entire systems will be done by the supplier. It may be noted that all the parts of SAN Storage must also be covered under replacement warranty for a period of 3 years, during the warranty period.
- 13.8 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.
- 13.9 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 SAN Storage 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.
- 13.10 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.

14. PAYMENT TERMS:

14.1 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.

14.2 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.

14.3 The Following payment terms will apply:

Hardware:

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

15. PRICES :

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.

16. CHANGE ORDERS:

16.1 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.

16.2 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.

17. CONTRACT AMENDMENT :

Subject to COC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. ASSIGNMENT:

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.

19. DELAYS IN THE SUPPLIER'S PERFORMANCE:

19.1 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.

19.2 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.

19.3 Except as provided under COC Clause 22, 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 20, unless and extension of time is agreed upon pursuant to COC Clause 19.2 without the application of liquidated damages.

20. LIQUIDATED DAMAGES:

Subject to COC Clause 22, 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 21.

21. TERMINATION FOR DEFAULT :

21.1 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 19; 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 28.

21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to COC Clause 21.1, 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.

22. FORCE MAJEURE :

22.1 Notwithstanding the provisions of COC Clauses 19, 20 and 21, 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.

22.2 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.

22.3 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.

23. TERMINATION FOR INSOLVENCY:

23.1 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.

24. TERMINATION FOR CONVENIENCE :

- 24.1 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.
- 24.2 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.

25. GOVERNING LANGUAGE :

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.

26. APPLICABLE LAW:

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

27. NOTICES:

- 27.1 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.
- 27.2 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)

28. TAXES AND DUTIES :

- 28.1 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.
- 28.2 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.

- 28.3 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.

29. SUPPLIER INTEGRITY:

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.

30. PATENT RIGHTS

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.

31. HARDWARE INSTALLATION:

- 31.1 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.
- 31.2 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.
- 31.3 The Purchaser reserves the right to install third party software/hardware or any other products at the same site.
- 31.4 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.
- 31.5 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.

32. RIGHT TO USE DEFECTIVE GOODS :

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 SAN Storage at **DC, Lucknow & DR, New Delhi**. The procurement envisages supply, installation, commissioning and maintenance.

2. Items to be supplied, Installed and maintained:

SAN Storage Configuration		
Location: DC, Lucknow		
Feature	Configuration	Qty
SAN Storage	2TB HDD (Usable Space) with 8GB/Sec accessing speed	1
Location: DR, New Delhi		
Feature	Configuration	Qty
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. **1,00,000/-**.

6. Scope of Work

The successful bidder will **Supply, Install, Configure and Commission the SAN Storage** 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 SAN Storage should be provided by the vendor.
- Installation and Configuration of RAID controller.

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.
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2.	Bidder Turnover & Profit (Annexure-2)	29
3.	Manufacturer's Authorisation Form (Annexure-4).....	30
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12.	Undertaking of Authenticity for Supply of SAN storage (Annexure-13).....	41

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) SAN Storage			
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-3/2013-2014 dated 30.05.2013

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 SAN Storage**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 DS3524 /HP EVA6300/ DELL Compellent SC220.	
2	RAID level	RAID Array supporting 0, 1, 3, 5 and 10 levels	
3	Technology	Based on Fibre Channel technology. The storage should support Self Encrypting Drive (SED)	
4	Architecture	Support for 2 nos. of array controllers .Each RAID controller should have minimum 4 No. of 8 Gbps Host FC ports and 2 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). Scalable upto 180 no hard disks.	
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.	

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-3/2013-2014 dated 30.05.2013**) 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 contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Address of Bidder for Single Point of Contact:
.....

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

Place:

Date:

Seal & Signature
Authorized Signatory

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

Annexure 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

Except the aforementioned deviations, we agree to all the terms & conditions of the RFP (Ref. No. **DC-3/2013-2014 dated 30.05.2013**) 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) 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 SAN Storage for supply, installation and maintenance in response to Allahabad UP Gramin Bank's Request for Proposal (RFP) Ref. No. : **DC-3/2013-2014 dated 30.05.2013** - (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

Annexure 10- Price Schedule for Goods and Services

Sl.No.	Description of Item	No. of Units (A)	Cost (Inclusive of 3 years comprehensive onsite warranty.)	
			Unit Cost (B)	Total Cost (A*B) (C)
1	SAN Storage (2TB HDD (Usable Space) with 8GB/Sec accessing speed)	2		

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 3years.
- 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 SAN storage in Bank for a period of three 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-3/2013-2014 dated 30.05.2013** at a total cost of INR _____/- (Rupees _____) for 3 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 3 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 SAN storage
 - 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 SAN storage (hereinafter called "goods and services") in response to Allahabad UP Gramin Bank's Request for Proposal (RFP) Ref. No. : **DC-3/2013-2014 dated 30.05.2013** for procurement of SAN Storage 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 SAN Storage

Sub: Supply of SAN Storage

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

With reference to the SAN storage 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 SAN Storage 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.

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 SAN Storage 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: