



## **ALLAHABAD BANK**

### **RECOVERY DEPARTMENT**

**Head Office, 2. N. S, Road, Kolkata - 700001**

### **REQUEST FOR PROPOSAL (RFP)**

#### **FOR**

#### **EMPANELMENT OF**

#### **SEIZURE AND DISPOSAL AGENTS (SADAs)**

**RFP REF. NO..HO/RECOVERY/SADA-2019-2020**

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*From the time this RFP is issued until award notification is made, all contact with Allahabad Bank regarding this RFP must be through the aforementioned RFP coordinator. No other person / employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process at the Bank's discretion.*

## **Disclaimer**

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the evaluation process detailed in the RFP.

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

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

The RFP for all intents and purposes is final. However, Bank reserves the right to bring about any changes in requirements / scopes and the same will be communicated to the Bidders well in advance so as to allow the Bidders sufficient time to prepare their proposal.

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**ALLAHABAD BANK**  
**HEAD OFFICE:2,N.S.ROAD,KOLKATA-700001**

**NOTIFICATION**  
**FOR EMPANELMENT OF SEIZURE AND DISPOSAL AGENTS (SADA)**

- 1.1** Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at 2, Netaji Subhas Road, Kolkata- 700001, hereinafter called “**THE BANK**” invites Applications on prescribed form with full details from interested eligible vendors for empanelment as Seizure and Disposal Agents (SADA) for sale of the two wheeler/three wheeler, vehicles/car, earth movers charged/hypothecated to the Bank.
- 1.2** A complete set of Application, Scope of work & Eligibility Criteria & Agreement draft can be obtained from the following address during office hours on all working days between 10.00 AM to 4.00 PM from Monday to Saturday (Except on 2<sup>nd</sup> and 4<sup>th</sup> Saturday, being holidays) and can also be downloaded from Bank’s official website [www.allahabadbank.in](http://www.allahabadbank.in)

**Allahabad Bank**  
**Recovery Department, Head Office,**  
**2, Netaji Subhash Road, Kolkata-700001.**  
**Ph No: 033-22420926**  
**E-mail id: [ho.recovery@allahabadbank.in](mailto:ho.recovery@allahabadbank.in)**

- 1.3** The interested vendors shall have to submit Bids in two envelopes **marked** –
- i. “Technical Bid alongwith required enclosures - **Envelope –A**”  
(Annexure I, Annexure II & Annexure IIA)
  - ii. “Financial Bid (Annexure IIB) - **Envelope – B**”

The sealed financial bid in “Envelope – B” shall be placed inside “Envelope – A” wherein all the documents of Technical Bid shall be enclosed and sealed.

- 1.4** After selection in Technical Bid, Bank will negotiate rate with the lowest bidder of Financial Bid. Such negotiated rate may be communicated to other Vendors found eligible in Technical Bid to match the negotiated rate. The lowest bidder and other Vendors found eligible in Technical Bid agreed to render service on the negotiated rate may be selected for empanelment.
- 1.5** The Vendor must be agreeable to execute the assigned task at a rate decided/negotiated by the Bank on the basis of Financial Bids submitted by them and negotiated thereof.

- 1.6** The last date of submission of application is : 17.06.2019, 13:00 Hours IST
- 1.7** Representatives of applicants should remain present at our office at the time of opening of bid, which is 17.06.2019, 15.00 Hours IST for Technical Bid & 21.06.2019, 11.30 Hours IST for Financial Bid.
- 1.8** Applications fulfilling the eligibility criteria will be taken up for processing.
- 1.9** No further discussion/ interface will be granted to applicants whose applications have been disqualified.
- 1.10** The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

**DGM (Recovery)**

Date: 06.06.2019

**ALLAHABAD BANK**  
**HEAD OFFICE:2,N.S.ROAD, KOLKATA-700001**

**REQUEST FOR PROPOSAL (RFP)**  
**For empanelment of Seizure and Disposal Agents (SADA)**

**1. INVITATION FOR BIDS**

Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called “ The Bank”, invites sealed Technical and Financial bid in physical form for emplacement of Seizure and Disposal Agent (SADA) on prescribed form with full details from interested eligible vendors for sale of the two wheeler/three wheeler, vehicles/car, earth movers charged/hypothecated to the Bank.

**2. Eligibility Criteria**

**A. Constitution:** Individuals, a firm and a company.

**B. Eligibility:**

- i) SADA should have specialized knowledge, empanelled with any PSU Bank/Private Sector Bank or having past working experience (at least one year with any Bank/NBFC), capabilities and infrastructural support for seizure and sale of vehicles such as parking yard etc.
- ii) They must have undergone required 100 hours of training & obtained requisite certificate from Indian Institute of Banking and Finance (IIBF) as applicable for Recovery Agents
- iii) For valuation of vehicles they should have approved automobile valuer/ surveyor from Automobile Association of India or surveyors available at IRDAI site or outlets of different reputed motor companies e.g. True Value of Maruti Suzuki, First Choice of Mahindra & Mahindra.
- iv) They should have sufficient parking space at all centers where they want to provide service
- v) For e-auction platform, it is desirable that the agent confirms to the requirements of the amended IT Act 2000 and have complete IPR (Intellectual Property Rights) to the software and valid STQC certificate issued by GOI. However, absence of

such platform with the agent need not disqualify him from empanelment. Bank can utilize its own approved e-auction platform.

- vi) They should never have been debarred and/or blacklisted by any organization.
- vii) Existing Recovery Agents and Resolution cum Enforcement Agents having requisite infrastructure may also be considered keeping a view on the above criteria.

**C. Experience:** The past performance of the SADA with the other Banks/ Financial Institutions, State Financial Corporation & others if any to be taken into consideration.

### **3. TENDER SUBMISSION GENERAL DETAILS**

#### **A. Tender Document :**

A complete set of tender document can be obtained from the following address during office hours on all working days

**The Chief Manager  
Allahabad Bank  
Head Office  
Recovery Department  
2, Netaji Subhash Road  
Kolkata - 700001**

The bidder may download the RFP documents from bank's official web-site : [www.allahabadbank.in](http://www.allahabadbank.in) <<http://www.allahabadbank.in>>

#### **B. Two Bid System Tender:**

This is a Two Bid System tender, wherein the bidder is required to submit Technical bid and Financial Bid in physical form.

- i. Each Bidder is eligible for submitting only one Bid in response to this RFP.
- ii. Technical Bids will be opened in the presence of the Bidder's representatives who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and the Financial Bids of technically qualified Bidders will be opened in the presence of the technically qualified Bidder's representatives on specified date and time mentioned above.
- iii. No further discussion/ interface will be granted to Bidders whose bids have been disqualified.

- iv. Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever
- v. In case of any discrepancy noticed within the RFP at a later stage, the discretion of the Bank shall prevail and be binding on the Bidder.

**C. Submission of Technical Bid & Financial Bid**

- i. Technical & Financial Bid have to submitted as mentioned above.
- ii. The Bank shall not allow/permit changes in the technical specifications once it is submitted.
- iii. Non submission or partial submission of the information along with the offer could result in disqualification of the bid of the concerned bidder.

**D. DEADLINE FOR SUBMISSION OF BID**

- i. Bidders must ensure that their Technical Bids along with other essential documents are received by the Bank at the address specifies, no later than the time and date mentioned in the schedule details. In the event of the specified date for the submission of Bids being declared a holiday for the Bank, the bids will be received upto the appointed time on the next working day.
- ii. The Bank may at its discretion extend the deadline for submission of bids by amending the RFP in accordance with the RFP, in which case all rights and obligations of the Banks and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**E. LATE BID**

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

**F. MODIFICATION AND WITHDRAWAL OF BID**

- i. 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 Bank prior to the deadline prescribed for submission of bids.



- ii. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of RFP. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- iii. No bid may be modified subsequent to the deadline for submission of Bids.
- iv. 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 the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to terms of RFP.

#### **G. BID OPENING**

- i. As the technical bid will be evaluated first for technical suitability, the Bank will open only the Technical Bids as per the schedule mentioned in the RFP, in presence of the representative of the Bidder. The Financial Bids of Only Technically qualified Bidders will be opened at a later date, subsequent to Technical Evaluation. Opening will be taken in a register against name, name of the company and with full signature.
- ii. Each Bid will be numbered serially, signed and dated by two officers of the Bank except printed literature, brochure and reports.
- iii. Alterations in the bids, if any, made by the Bidder 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 who has signed the Bid or by the Bidder representative authorized by the executive who has signed the bid. The Bidder should bring such alteration in notice of Bank at the time of opening of Bid, failing which such alterations would not be acceptable to the Bank.

#### **H. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

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

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

- a) The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers, without assigning any reason whatsoever.
- b) Bank reserves the right to make any changes in the terms and condition of the purchase.
- c) Bank will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

**J. Documents to be submitted with the Technical & Financial Bid:**

- i) Application should be submitted as per prescribed Application Form (Expression of Interest- Annexure-I, Technical Bid/Application Form- Annexure-II & IIA & Financial Bid- Annexure-II).
- ii) Copies of empanelment with other Banks/ Financial Institutions
- iii) Copy of certificate obtained from IIBF
- iv) Any other experience certificate of SADA
- v) Documents for having sufficient space
- vi) For E-auction platform, STQC certificate & other documents
- vii) For valuation, they should provide documents of having approved automobile valuer/Surveyors from Automobile Association of India or surveyors available at IRDAI site or outlets of different reputed motor companies e.g. True Value of Maruti Suzuki, First Choice of Mahindra & Mahindra. **(Please also refer Annexure –X)**

**K. LANGUAGE OF BID:**

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

**L. NON-TRANSFERABLE TENDER:**

This Request for Proposal (RFP) is not transferable. Only the Bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. The Bidder should also submit an undertaking to the effect that they have not made any modifications in the original copy of RFP and his/her bid would be liable for rejection for any violation of the above.

**M. ERASURES AND ALTERATIONS**

The Bid should contain no alterations, erasures or overwriting except what is necessary to correct errors made by the Bidder, in which case corrections should be

duly stamped and initialled / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid

#### **4. Scope of Work**

The process involved in resolution of an NPA account of commercial vehicle/ car loan/ farm mechanization appliance like tractors, trailers, trolleys etc comprises of 5 stages. They are i) Repossession of the Vehicle, ii) Parking in a secured yard, iii) Valuation of the Vehicle, iv) Auction /Bidding Process and v) Deposit of Bid amount and Disposal of the Vehicle.

##### **i) Repossession of Vehicle:**

- Immediately after a vehicle account turns NPA, the Zonal Head on the basis of recommendation of the concerned Branch Head will issue an authorization letter to the empanelled SADA.
- SADA will take necessary legal approvals or consents from related authorities
- It will arrange for repossession of the vehicle which may involve towing, filling fuel, paying toll tax etc. A panchnama/ inventory will be prepared on the spot.
- The vehicle will be sent to the secured parking yard of SADA and information to this effect will be submitted to concerned Branch and Zonal Office/borrower.

##### **ii) Parking in Yard:**

- On deposition of the vehicle at the parking yard of SADA, it will prepare/ maintain the register/record of details of the vehicle, date and time of repossession, details of inventory and condition etc. It should also take photographs of the vehicle from all sides.
- If the vehicle is not covered under insurance, a short term insurance policy should be arranged for.
- The vehicle should be cleaned/washed and refurbished from time to time to keep it in good shape for sale.
- If registered Certificate of the vehicle is not available with the branch, SADA will arrange for a duplicate one from the concerned RTO.

##### **iii) Valuation of Vehicle:**

- After parking of the vehicle, SADA should arrange for valuation of the vehicle.
- The valuation should be done by approved automobile valuer (surveyor) from Automobile Association of India or from the list of surveyors available at IRDAI site or the outlets of different reputed motor company e.g. True Value of Maruti Suzuki, First Choice of Mahindra & Mahindra etc.
- The valuation report should be submitted to the concerned branch who in turn will submit to ZO for approval. The valuer will provide the present health condition of

the vehicle, present value of the vehicle, Insured Declared Value (IDV) and the residual life of the vehicle.

- The Reserve Price may be fixed by the ZLCC on the basis of valuation report/ Insured Declared Value, whichever is higher.

**iv) Auction/ Bidding Process:**

- a) The bidding process will be conducted by SADA (if they possess required certification) or on e-auction platform approved by the bank. If auction fails once, the SADA will arrange for auction process by inviting bids from interested parties through advertisements in newspapers and/or at its offices/yards/sister concerns/Bank premises etc
- b) On completion of the bidding process the name and details of the highest bidder with amount of bid will be forwarded to the branch for confirmation and depositing the entire amount.
- c) Under no circumstances the bid amount will be lower than the reserve price fixed by the Bank.
- d) The successful bidder should be issued a letter by the Authorized Officer confirming his claim.

**v) Reduction in Reserve Price**

In case of failure to sell the vehicle due to non receipt of bids, the reduction in reserve price fixation will be permitted as per Bank's guidelines.

**vi) Deposit of Bid amount and Disposal of Vehicle**

- a) The successful bidder will produce the letter of claim issued by SADA at branch for depositing the entire amount.
- b) On receipt of the proceed the branch will issue a delivery order of the vehicle to SADA for releasing of the vehicle to the successful bidder.
- c) The SADA will raise its bill for service and other incidental charges and submit at the concerned branch.
- d) On receipt of the bill from the branches the Zonal Office will scrutinize it and convey sanction after taking into consideration the applicable taxes and guidelines issued by the Bank.
- e) The SADA will arrange transfer of vehicle in the name of purchaser.

**vii) Allotment of NPA Accounts**

Zonal Head is authorized to issue authority letter for each NPA account to the Seizure and Disposal Agent for resolution.

**viii) Applicable fee payable by Bank**

- a) Repossession services e.g. seizure and transportation of vehicle
- b) Yard Services e.g. storage and safe keeping of the vehicle (including arrangement of short term insurance of vehicle, if required and cleaning/ washing/refurbishing of vehicle)
- c) Valuation Charges
- d) E-Auction Charges
- e) Charges for sale of vehicle (in percentage of the amount realized)
- f) Charges for recovery without seizure/sale of vehicle (in percentage of the

amount recovered)

**ix) Other terms and conditions:**

- i) The Zonal Head will allocate the account(s) to SADA agent.
- ii) In case the SADA agent facilitates compromise/OTS, the same shall be considered by the Competent Authority of the Bank in terms of policy/ies and guidelines in force.
- iii) The field staff of SADA agent shall not himself accept cash. Cash recoveries, if any, shall be directly deposited by the borrower or his representative in the branch.
- iv) The commission payable will be all inclusive and no operational expenses would be reimbursed to the SADA agent.
- v) For resolution /recovery of accounts expenses on conveyance/travelling, salary to staff employed by the SADA agent /fee paid to the Supporting Agency for taking possession/other out of pocket expenses shall be borne by the SADA agent. Bank will be liable for payment of charges/fee as mentioned in clause **“Applicable fee payable by Bank”**
- vi) SADA agent shall ensure that while acting as SADA agent, they do not give rise to any pecuniary liability to bank otherwise they shall be held liable for their action.
- vii) Bank has right to withdraw any financial asset allocated to the SADA agent without assigning any reason subject to approval of **Zonal Head**.
- viii) Bank has right to terminate the empanelment of SADA agent at any time without assigning any reason subject to approval of **Zonal Head** based on the inputs/information provided by the Branch Head. The financial assets allocated to them will also be withdrawn.
- ix) The recovery effected by the SADA agent shall be deposited with the branch concerned immediately.
- x) In case Borrower/co-obligants approaches the bank for OTS in the accounts allocated the same is accepted by the competent authority, SADA agent shall also be entitled for the commission on actual amount of recovery.
- xi) In case any dispute arises the matter cannot be taken to Civil Court.
- xii) RBI's and BCSBI's guidelines on Fair Practices Code for Lenders and IBA's Model Code for Collection of Dues and Repossession of Security (CDRS Code) shall be adhered to, wherever required, by the SADA agent.
- xiii) Supreme Court has cautioned the Banks against use of coercive methods for recovery of loans and in another similar case, State Consumer Forum of New Delhi has given stern warning to Banks that if any complaint is received against any Bank alleging use of force by agents, the **punishment of minimum one month imprisonment shall be imposed under Section 27 of the Consumer Protection Act 1986**. Therefore, it is to be ensured that the guidelines of RBI/ IBA/BCSBI along with Bank guidelines on the subject are adhered to meticulously.

**5. Signing of Contract:**

The notification of the award shall be followed by signing of the Contract. The Bidder should sign the Contract Form (Annexure-10). Bidder should implement the project as per agreed delivery & timelines. The signing of contract shall be completed within

15 days of receipt of notification of the award of bid.

**6. FAILURE TO ABIDE BY THE AGREEMENT/ CONTRACT**

The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach/violation thereof will entail termination of the contract without prejudice to the other rights of the Bank including recovery of penalties as specified in this RFP or Agreement/ Contract.

**7. SUCCESSFUL BIDDER'S OBLIGATIONS:**

- i) The successful bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank.
- ii) The bidder is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanors.
- iii) The bidder is under obligation to provide services as per the orders received from the Bank.
- iv) The bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

**8. CONFIDENTIALITY**

The Bidder must undertake that they shall hold in trust any Information received by them, under the Contract/ Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Bidder has also to agree:

- i) To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by THE BANK;
- ii) To only make copies as specifically authorized by the prior written consent of The Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- iii) To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and to treat all Information as Confidential Information.

**9. EXECUTION OF NON DISCLOSURE AGREEMENT:**

The selected SADA and Bank should execute Non-disclosure agreement within 15 days from the date of Notification of Award.

#### **10. AUTHORIZED SIGNATORY**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with The Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the Bank.

#### **11. CORRUPT OR FRAUDULENT PRACTICES:**

- a)** As per CVC directives it is required that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy;
  - (i)** “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; And
  - (ii)** “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition;
- b)** The Bank will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c)** The Bank will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

#### **12. COMPLIANCE WITH LAWS:**

The SADA shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and their employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

### **13. Validity**

Validity of the empanelment is for two years. The period of empanelment may be extended for a further period of six months or till finalization of fresh panel whichever is earlier. A review exercise will be made annually based on performance along with necessary information received from SADAs.

### **14. Termination of Agreement/De-paneling:**

The Bank reserves the right to de-list the name of the Seizure and Disposal Agent at any stage, if it is found that his/her/their services are not satisfactory or not adhering the BCSBI Code or not adhering to different guidelines issued by the Bank or found working against the interest of the Bank.

### **15. INTEGRITY PACT**

“The Agency shall furnish to the Bank, a Bank guarantee for an amount of Rs ...../-. Alternatively, the Agency shall make a security deposit (by way of term deposit) for equivalent amount which shall be returned to the Agency on termination of the arrangement. However, if the agency is terminated due to non-observance of terms & conditions, then the security is liable to be retained by the bank.”

The provision for the Integrity Pact is to be included in terms of Circular Letter No. PA/PROM/CL/2018-19/02 dated 17.11.2018 in all requests for proposal/tenders documents in respect of procurement/contract which are more than or equal to the threshold values of Rs. 50.00 Lacs.

As per Central Vigilance Commission (CVC) directives, it is required SADA agent observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. To ensure transparency, equity and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective SADA agent and the Bank. Further, all vendor need to submit an “Integrity Pact” (duly sealed & signed) as per Annexure-“..” of the RFP, on non judicial stamp paper of appropriate value in its technical bid. For the



above pact, The Bank has appointed two(02) Independent External Monitors (IEM).  
The name, address and contact details of IEMs nominated for the Bank is as under:

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

**INDEX OF DOCUMENTS**

Sl	Required document	Document enclosed	Page No ..... to .....
1	Expression of Interest-Annexure-I,		
2	Technical Bid/Application Form- Annexure-II & IIA		
3	Copies of empanelment with other Banks or having past working experience (at least one year with any Bank/NBFC)		
4	Any other experience certificate of SADA		
5	Copy of certificate obtained from IIBF (100 hours training as applicable for Recovery Agent) alongwith letter of the vendor exhibiting that the person/s possessing such certificate is/are their permanent employee		
6	Copies of police verification of all the persons engaged by the vendor for recovery of Bank's dues		
7	Documents for having sufficient parking space at various location on Pan India basis		
8	For conducting valuation, documents of having approved automobile valuer/Surveyors from Automobile Association of India or surveyors available at IRDAI site or outlets of different reputed motor companies e.g. True Value of Maruti Suzuki, First Choice of Mahindra & Mahindra  Letter/agreement of such valuers associated with the vendor to work with the them.		
9	For E-auction platform, STQC certificate & other documents:		

	<p>The e-auction solution to be provided by the Vendor and related systems should conform to the requirements of the amended IT ACT 2000 as well as to the Central Vigilance Commission guidelines in this regard.</p> <p>The Vendor should be an ISO 27001 certified company for e-auction service.</p> <p>The Vendor shall have complete IPR (Intellectual Property Rights) to the software. An affidavit stating the same and certifying that there is no other legal claims on the software or the IP have to be submitted along with the application.</p>		
10	Notarized Affidavit confirming of the vendor confirming that they have not been debarred and/or blacklisted by any organization		
11	Financial Bid- Annexure-II		

(To be submitted on Firm/Company's Letter Head)

**ANNEXURE - I**

**Expression of Interest**

Ref. No.

Date:

To:

Allahabad Bank,  
Head Office,  
Recovery Department,  
2, Netaji Subhas Road  
Kolkata – 700001

We acknowledge the receipt of your email /letter/advertisement \_\_\_\_\_ dated \_\_\_\_\_ along with all Annexures A and Draft Service Agreement for facilitating as Seizure and Disposal Agents (SADA) for vehicles on pan India basis with start to end solution of vehicles i.e. repossession/seizure, valuation & auction or recovery without seizure/sale of vehicle. We have read all the terms & conditions mentioned in said letter & Annexure. We agree to abide by the said conditions & offer to deliver the Services as mentioned above.

1. We undertake to deliver the services in accordance with the schedule specified by the Bank.
2. We agree to render services as per offered Fee Structure.
3. Until a formal contract is executed, the terms and conditions in the above referred letter along with Annexure shall constitute a binding Contract between us.
4. We undertake that after contract period, or during it if and when the contract gets/is terminated, Bank reserves the right to receive the backup of all the data related to Bank including logs without any cost.
5. We undertake to disclosure name of group entities/related parties of the companies/employee of the company whenever any account/s is/are allotted by the Bank and not involve in rendering services related to such account/s.
6. We agree that the Bank will have Single Point of Contact with us, at the address stated below, for the entire services to be delivered by us.
7. We declare that we have never been debarred and/ or black listed by any organization.
8. We declare that for valuation of vehicles we have approved automobile valuer/ surveyor from Automobile Association of India or surveyors available at IRDAI site or outlets of different reputed motor companies e.g. True Value of Maruti Suzuki, First Choice of Mahindra & Mahindra.
9. We agree to conduct e-auction of repossess vehicles and undertake that valid STQC certificate issued by the Ministry of Information Technology, GOI or by its appointed auditors as per Govt. of India guidelines is held by us and will be renewed as and when required and accordingly, the Bank will be kept informed and copy of which shall be produced to the Bank.

OR

We request to allow us to utilize services of Bank's empanelled E-auction Service Provider for conduct of e-auction of vehicles and deduct charges of E-auction Service Provider from fee payable to us.

**(delete sentences which are not applicable)**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

-----  
(Name & Signature)

-----  
(In the Capacity of)

Duly authorised to sign for and on behalf of  
(Name & Address of Vendor) \_\_\_\_\_

*(To be submitted on Firm/Company's Letter Head)*

**Annexure-II****TECHNICAL BID**  
**(TECHNICAL CRITERIA FOR EMPANELMENT OF SADA)**  
**FOR RECOVERY IN VEHICLE ACCOUNTS**

1. Name of the firm/ Company	
PAN Number:	GST No: Registration No:
2. Constitution	
3. Address of the firm/company	
4. Telephone No.	
5. Fax Nos.	
6. Mobile No. if any	
7. Names and Qualifications of Proprietor / Partners / Directors with DIN Number (if applicable)	
8. Nature of present activities of the firm/ company	
9. Nature of activities connected with recovery / sale of assets etc.	
10. Present set up / facilities available to deal with recovery/ sale of assets	
11. Past experience in the field of recovery / sale of Vehicles (supporting documents/certificates to be enclosed)	
12. Whether Police verification of all the persons engaged by vendor for recovery of Bank's dues is carried out or not. If Yes, please enclose copies of the same.	
13. Whether pan India presence is there -(Name of City, Town & Districts to be specified alongwith their office addresses, Yard address, Phone No, email ID with area of Yard etc )	
14. Details of 100 hour training from IIBF/Banks & Certificate issued by IIBF (supporting documents/certificates to be enclosed)	
15. Brief write-up on background / present areas of functions etc ( Any other relevant information may be provided by the applicant in separate sheet )	
16. Details of valuers associated with the vendor for valuation of vehicle (Name, address, mobile no, telephone no) (required certificate of valuer and their letter/agreement to work with the firm/company to be enclosed)	

17. Whether vendor will provide e-auction platform or not (Yes/No) If Yes, necessary documents viz STQ Certificate, Intellectual Property, undertaking for compliance of amended IT Act 2000 etc) to be enclosed	
---	--

Undersigned is the authorized person to sign & submit the application on behalf of Company/Firm. Information given above is correct. I/We agree to abide by the terms & conditions /code of conduct for Seizure and Disposal Agents as mentioned in enclosed sheet and the same will be application to us also.  
Enclosures (Details/List over leaf)

Seal

Date:

Authorized Signatory of SADA Agent

To,  
Allahabad Bank,  
Head Office  
2, Netaji Subhash Road, Kolkata

Dear Sir,

**UNDER TAKING OF SEIZURE AND DISPOSAL AGENTS (SADA)**

We undertake that while enforcing recovery actions in loan accounts I/we/employees/agents will comply the Best Practices Code /terms & conditions which are mentioned herein below.

1. I/we will put our best efforts/machinery for recovery in NPA accounts, tracing borrowers /guarantors, locating vehicles charged to bank, enforcing various actions under SARFAESI Act 2002, & others and other jobs/action related to recovery in loan accounts.
2. We have noted that, for discharge of above functions by us separate account wise Authorization letter will be issued by you, which will be shown to the concerned borrowers/Guarantors on very first meeting with them.
3. I/we have noted that Fees/service charges payable for the services rendered will vary from case to case and same (Fees/service charges) will be finalized by the bank before entrusting any of the above jobs. Fees/service charges agreed for each account will be mentioned in relevant account wise above mentioned Authorization letter. Fees/service charges once finalized by bank will not be requested for enhancement and no extra expenses will be claimed from the Bank.
4. It is noted that Fees/service charges agreed /finalized by bank will be inclusive of all charges/expenses. Payment (Fees/service charges) will be made preferably on recovery of entire Bank dues & on our declaration of exhausting all efforts in recovery in a particular account on amount recovered by us & accepted by the Bank.
5. It is noted that above Fees/service charges will be paid by Bank within one month on receipt of bills and which will be paid in accordance with the agreed terms and after deducting TDS, as per prevailing IT Rules.
6. All legal & other expenses will be incurred on behalf of Bank only after due approval by bank and for it's reimbursement relevant receipt/bills etc will be produced to the Bank.
7. It is noted that empanelment is initially valid up to 31<sup>st</sup> March.....,and its renewal on year to year basis will depend on my/our performance & compliance of Best Practices Code of conduct & other terms & conditions mentioned herein.
8. We undertake to adhere to and comply with the under noted guidelines / code of conduct in the spirit of Best Practices Code prescribed for the Bankers to avoid any untoward incidents:
9. I have noted that my present empanelment as SADA is provisional & subject of Police verification report without adverse remarks.

**BEST PRACTICES CODE & OTHER TERMS & CONDITIONS TO BE OBSERVED BY SADA/RECOVERY AGENTS/EMPLOYEES/AGENTS WHILE ENFORCING RECOVERY ACTION IN LOAN CCOUNTS**

- I. Borrowers/guarantors would be contacted ordinarily at the place of their choice and in the absence of any specified place at the place of their residence in case of retail customers, for others either in place of their business or their residence as the case may be.
  - I. Identity and authorization of the SADA along with telephone & mobile numbers would be made known to the borrowers/guarantors at very first meeting itself.
  - II. Customers' privacy would be respected.
  - III. Interaction with the borrowers/guarantors would be in their familiar language
  - IV. Customer's calling time / meeting time would be between 07.00 hrs. and 19.00 hrs. unless the special circumstances warrants otherwise.
  - V. Customers' requests to avoid calls at a particular time or at a particular place would be honoured as far as possible.
  - VI. Time and number of calls / the personal visits to the borrowers/ guarantors and contents of conversations would be documented / recorded.
  - VII. Provision for tape recording of the content / text of the calls made by recovery agents to the customers, and vice-versa, will be made and borrower/guarantor will also be intimated that the conversation is being recorded, etc.



- VIII.** Borrowers/guarantors would be provided with all the information regarding total dues payable to the Bank.
- IX.** Copy of the demand notice issued by bank and the authorization letter issued by the bank along with the identity card issued by the bank (if any) or by the agency firm / company will be carried by SADA.
- X.** Guidelines/codes on loan recovery process as mentioned in RBI Circular numbers (a) DBOD.Leg.No.BC.104/09.07.007 /2002-03 dated May 5, 2003 regarding Guidelines on Fair Practices Code for Lenders (b) Circular DBOD.No.BP. 40/ 21.04.158/ 2006-07 dated November 3, 2006 regarding outsourcing of financial services and (c) Master Circular DBOD.FSD.BC.17/ 24.01.011/2007-08 dated July 2, 2007 on Credit Card Operations & (d) paragraph 6 of the "Code of Bank's Commitment to Customers" (BCSBI Code) pertaining to collection of dues will be meticulously adhered to.
- XI.** Reserve Bank of India / Ministry of Finance Officials / any Government official can inspect the books of accounts /all records of the outsourced agencies /empanelled Recovery Agents/Agencies/SADA by the Bank.
- XII.** For recovery of Banks dues & or seizure of assets charged to the bank (including vehicles & other moveable assets) only legal remedies will be enforced. While enforcing security or sale/ auction of charged assets all the rules / regulations / procedures under the relevant statutes & also mentioned in the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) and the Security Interest (Enforcement) Rules, 2002 will be strictly adhered to.
- XIII.** Details of Employees/Agents engaged for recovery of Bank's dues will be provided to the Bank. All such Employees/Agents will be only those who have completed required 100 hours training from IIBF or institutions accredited by IIBF & will also possess requisite certificate from Indian Institute of Banking and Finance (IIBF). In case they do not have undergone such training then bank will be informed about this also . As a special case Bank will be requested to permit to utilize their services & for that I/We further undertake as under:-
- These Employees/Agents will not be allowed to work independently but along with / under a person who has completed the training successfully and passed the IIBF examination.
  - They will complete the required 100 hour minimum training conducted by IIBF or institutions accredited by IIBF within 30-45 days of their engagement. They will pass the examination conducted by IIBF and complete the certification within a further period of six months from the date of completion of the training. Based on which the bank can declare these Employees/Agents as "Successful" / 'fit' for continuation by the Bank.
  - These Employees/Agents in no case will be engaged for more than a maximum of nine months from the date of engagement in case these Employees/Agents are not able to complete the mandatory training and/or failure to pass the IIBF examination, they will be immediately withdrawn
  - Police verification of all the persons engaged by me is carried out & I will provide the copies of same to the Bank.
- XIV.** All guidelines to be issued by IBA / RBI /Government of India / Bank from time to time during the period of empanelment will be strictly complied with.

#### **Other terms and conditions**

- No borrower /guarantor will be promised /assured for approval of compromise sum offered by them, release of charge on security & issue of no dues certificate without getting approval of compromise sum from the competent authority of the Bank.
- The borrowers/ guarantors will not be relinquished on behalf of bank in any way from their liability towards bank
- The borrowers/ guarantors will be asked to make all payment towards recovery directly to the branches where the loan account is maintained against valid receipts and acknowledgement. No amount in cash or in any manner will be collected from the borrowers / guarantors.
- The bank will not be held liable to bear any cost, expenditure in the event of any untoward incidents leading to litigation etc. on account of illegitimate/ coercive action if any by the SADA & or borrower/ guarantor
- Bank shall not be held responsible for any loss or legal action that may arise due to any kind of correspondence/ recovery action taken against borrowers/guarantors by me / our employees/agents.
- The existing employees / officers of the bank or any of their family Members will not be associated with us in any manner.
- I/We / Our Firm/Company will not have any connection with any of the borrower/guarantor against whom recovery actions will be taken by bank.

Your's faithfully

**Authorized Signatory of SADA**

(To be submitted in "Envelope B" on Firm/Company's Letter Head)

**Annexure-II B**

Ref. No.

Date:

To:

Allahabad Bank,  
Head Office,  
Recovery Department,  
2, Netaji Subhas Road  
Kolkata – 700001

Dear Sir,

**Submission of Financial Bid**

This has reference to your invitation for Empanelment of Seizure and Disposal Agents (SADA) dated \_\_\_\_\_ and in continuation of Technical Bid submitted by us in this regard, we are quoting our rates for as under:-

Sl	Particular	For Two wheeler/Three wheeler (per vehicle)	For Car/Light commercial vehicle (trucks/bus etc) (per vehicle)	For Tractors/ Heavy Commercial Vehicle/Earth moving vehicle etc (per vehicle)
1	Fee for Seizure and transportation of the vehicle to a nearby godown	Rs.	Rs.	Rs.
2	Fee for acting as custodian of vehicle/Storage Charge per day	Rs.	Rs.	Rs.
3	Fee for valuation of vehicle	Rs.	Rs.	Rs.
4	Fee for E-auction of vehicle	Rs.	Rs.	Rs.
5	Fee for Sale of vehicle (in percent of amount realized)	% of amount realized from sale of vehicle	% of amount realized from sale of vehicle	% of amount realized from sale of vehicle
6	Fee for Recovery without seizure/sale of vehicle (in percent of amount recovered)	% of amount recovered	% of amount recovered	% of amount recovered

Above fee are excluding applicable GST.

Fee for storage/yard will include (a) Cleaning/washing/refurbishing of vehicle and (b) If insurance of vehicle is expired, arrangement of short term insurance. Fee for sale of vehicle will include transfer of vehicle in the name of purchaser. However, cost of advertisements in newspapers will be borne by Bank.

**Note:** If any bidder offers to utilize services of Bank's Empanelled E-Auction Service Provider for conduct of E-auction of vehicles, Fee for E-auction of vehicle of vehicle will be paid by our Bank as per approved rate.

We unconditionally agree to work for the Bank as per Bank's terms and conditions.

**Place**

**Date**

**SEAL**

**(Authorized Signatory)**

## **INTEGRITY PACT**

Integrity Pact Between **ALLAHABAD BANK** hereinafter referred to as “**The Bank**” and .....(SADA) hereinafter referred to as “**The SADA**”

### **PREAMBLE**

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

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

### **SECTION 1 - COMMITMENT OF THE PRINCIPAL**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles>
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all SADA (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all SADA (s) the same information and will not provide to any SADA (s) confidential / additional information through which the SADA (s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **SECTION 2 - COMMITMENT OF THE SADA (S)**

1. The SADA (s) commit themselves to take all measures necessary to prevent corruption. The SADA (s) commit themselves to observe the following principles

during participation in the tender process and during the contract execution.

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

2. The SADA (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **SECTION 3. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

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

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

#### **SECTION 4 - COMPENSATION FOR DAMAGES**

- (1) If the Principal has disqualified the SADA (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

#### **SECTION 5 - PREVIOUS TRANSGRESSION**

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

#### **SECTION 6 - EQUAL TREATMENT OF ALL SADAs**

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

#### **SECTION 7 - CRIMINAL CHARGES AGAINST VIOLATING SADA (S) / CONTRACTOR(S) / SUBCONTRACTOR(S)**

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

#### **SECTION 8 - INDEPENDENT EXTERNAL MONITOR**

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

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

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

(8) If the Monitor has reported to the Chairman Allahabad Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman Allahabad Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

## **SECTION 10 - SANCTIONS FOR VIOLATION**

1. Any breach of the aforesaid provisions by the SADA or any one employed by him or acting on his behalf (whether with or without the knowledge of the SADA ) or the commission of any offence by the SADA or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-
  - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the SADA . However, the proceedings with the other SADA (s) would continue.
  - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the SADA .
  - (iii) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the SADA , in order to recover the payments, already made by the Buyer, along with interest.
  - (iv) To cancel all or any other Contracts with the SADA .
  - (v) To debar the SADA from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
  - (vi) If the SADA or any employee of the SADA or any person acting on behalf of the SADA , either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the SADA 's firm, the same shall be disclosed by the SADA at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the SADA . The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.
2. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the SADA shall be final and binding on the SADA , however, the SADA can approach the monitor(s) appointed for the purposes of this Pact.



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

(For & On behalf of the Principal)  
(Office Seal)

(For & On behalf of SADA / Contractor)  
(Office Seal)

Place -----

Date -----

**Witness 1:**  
(Name & Address)

**Witness 2:**  
(Name & Address)

**NON-DISCLOSURE AGREEMENT (NDA)**

**(ON A NON-JUDICIAL STAMP PAPER OF RS 100)**

**RFP Ref No: HO/..... Dated XX.06.2019**

**THIS AGREEMENT** made and entered into at .....on this the....day of.....2019 Between **ALLAHABAD BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at -----hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

**AND**

M/s..... having its registered office at..... Hereinafter called the "Empanelled SADA" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

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

**1. Confidential information**

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

"Receiving Party" may use the information solely for and in connection with the Purpose.

"Disclosing Party" means party who discloses Confidential Information.

**2. Use of Confidential Information**

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

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

notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

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

### **3. Exemptions**

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

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

### **4. Term**

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

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

### **5. Title and Proprietary Rights**

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

### **6. Return of Confidential Information**

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of

notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

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

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

**7. Remedies**

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

**8. Entire Agreement**

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

**9. Severability**

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

**10. Indemnity**

The SADA will indemnify the Bank against all actions, proceedings, Claims, suits, damages and any other expenses for causes attributable to SADA in connection with purchase of Hardware/software/goods under this contract. The total liability of the SADA under the contract will not exceed the total cost of the project.

**11. Governing Laws**

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

**12. Authority to Execute the Contract**

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

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

SIGNED :

For and on behalf of BANK

.....

M/s.

.....

Service Level Agreement (SLA) between Allahabad Bank and Seizure and Disposal Agent (SADA)

This Service Level agreement (“**Agreement**”) is executed on \_\_\_\_ day of \_\_\_\_\_, 20  
By and between

**ALLAHABAD BANK**, a body corporate established under the Banking Companies (*Acquisition and Transfer of Undertaking*) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, West Bengal, India, hereinafter called “**the Bank**” of the First part  
And

\_\_\_\_\_, (hereinafter referred to as “**SADA**”) \_\_\_\_\_,  
which expression shall unless it be repugnant to the subject thereof, includes its successors and permitted assignees, of the Second part.

**ALLAHABAD BANK** and **SADA** shall individually be referred to as “**Party**” and collectively as “**Parties**”.

The parties to this agreement hereby agree as follows.

**I. INTRODUCTION**

**Purpose and Objectives**

This agreement outlines the terms and conditions under which the SADA will execute the work.

**1. Commencement date or agreement date**

This agreement shall have effect from the day all the parties hereunto affix their signatures to this agreement.

**2. Term or Duration of agreement**

This agreement shall remain in force for ..... by any party as per terms of this agreement.

**3. Non-exclusive agreement**

This agreement is non-exclusive to all the parties.

**II. ALLAHABAD BANK 'S OBLIGATIONS AND RESPONSIBILITIES**

- Immediately after a vehicle account turns NPA, the Zonal Head on the basis of recommendation of the concerned Branch Head will issue an authorization letter to the empanelled SADA.

### **III. SADA OBLIGATIONS AND RESPONSIBILITIES**

#### **Scope of Work**

The process involved in resolution of an NPA account of commercial vehicle/ car loan/ farm mechanization appliance like tractors, trailers, trolleys etc comprises of 5 stages. They are i) Repossession of the Vehicle, ii) Parking in a secured yard, iii) Valuation of the Vehicle, iv) Auction /Bidding Process and v) Deposit of Bid amount and Disposal of the Vehicle.

#### **i) Repossession of Vehicle:**

- Immediately after a vehicle account turns NPA, the Zonal Head on the basis of recommendation of the concerned Branch Head will issue an authorization letter to the empanelled SADA.
- SADA will take necessary legal approvals or consents from related authorities
- It will arrange for repossession of the vehicle which may involve towing, filling fuel, paying toll tax etc. A panchnama/ inventory will be prepared on the spot.
- The vehicle will be sent to the secured parking yard of SADA and information to this effect will be submitted to concerned Branch and Zonal Office/borrower.

#### **ii) Parking in Yard:**

- On deposition of the vehicle at the parking yard of SADA, it will prepare/ maintain the register/record of details of the vehicle, date and time of repossession, details of inventory and condition etc. It should also take photographs of the vehicle from all sides.
- If the vehicle is not covered under insurance, a short term insurance policy should be arranged for.
- The vehicle should be cleaned/washed and refurbished from time to time to keep it in good shape for sale.
- If registered Certificate of the vehicle is not available with the branch, SADA will arrange for a duplicate one from the concerned RTO.

#### **iii) Valuation of Vehicle:**

- After parking of the vehicle, SADA should arrange for valuation of the vehicle.
- The valuation should be done by approved automobile valuer (surveyor) from Automobile Association of India or from the list of surveyors available at IRDAI site or the outlets of different reputed motor company e.g. True Value of Maruti Suzuki, First Choice of Mahindra & Mahindra etc.
- The valuation report should be submitted to the concerned branch who in turn will submit to ZO for approval. The valuer will provide the present health condition of the vehicle, present value of the vehicle, Insured Declared Value (IDV) and the residual life of the vehicle.
- The Reserve Price may be fixed by the ZLCC on the basis of valuation report/ Insured Declared Value, whichever is higher.

**iv) Auction/ Bidding Process:**

- a) The bidding process will be conducted by SADA (if they possess required certification) or on e-auction platform approved by the bank. If auction fails once, the SADA will arrange for auction process by inviting bids from interested parties through advertisements in newspapers and/or at its offices/yards/sister concerns/Bank premises etc
- b) On completion of the bidding process the name and details of the highest bidder with amount of bid will be forwarded to the branch for confirmation and depositing the entire amount.
- c) Under no circumstances the bid amount will be lower than the reserve price fixed by the Bank.
- d) The successful bidder should be issued a letter by the Authorized Officer confirming his claim.

**v) Reduction in Reserve Price**

In case of failure to sell the vehicle due to non receipt of bids, the reduction in reserve price fixation will be permitted as per Bank's guidelines.

**vi) Deposit of Bid amount and Disposal of Vehicle**

- a) The successful bidder will produce the letter of claim issued by SADA at branch for depositing the entire amount.
- b) On receipt of the proceed the branch will issue a delivery order of the vehicle to SADA for releasing of the vehicle to the successful bidder.
- c) The SADA will raise its bill for service and other incidental charges and submit at the concerned branch.
- d) On receipt of the bill from the branches the Zonal Office will scrutinize it and convey sanction after taking into consideration the applicable taxes and guidelines issued by the Bank.
- e) The SADA will arrange transfer of vehicle in the name of purchaser.

**vii) Allotment of NPA Accounts**

Zonal Head is authorized to issue authority letter for each NPA account to the Seizure and Disposal Agent for resolution.

**viii) Applicable fee payable by Bank**

- a) Repossession services e.g. seizure and transportation of vehicle
- b) Yard Services e.g. storage and safe keeping of the vehicle (including arrangement of short term insurance of vehicle, if required and cleaning/washing/refurbishing of vehicle)
- c) Valuation Charges
- d) E-Auction Charges
- e) Charges for sale of vehicle (in percentage of the amount realized)
- f) Charges for recovery without seizure/sale of vehicle (in percentage of the amount recovered)

**x) Other terms and conditions:**

- xiv) The Zonal Head will allocate the account(s) to SADA agent.



- xv) In case the SADA agent facilitates compromise/OTS, the same shall be considered by the Competent Authority of the Bank in terms of policy/ies and guidelines in force.
- xvi) The field staff of SADA agent shall not himself accept cash. Cash recoveries, if any, shall be directly deposited by the borrower or his representative in the branch.
- xvii) The commission payable will be all inclusive and no operational expenses would be reimbursed to the SADA agent.
- xviii) For resolution /recovery of accounts expenses on conveyance/travelling, salary to staff employed by the SADA agent /fee paid to the Supporting Agency for taking possession/other out of pocket expenses shall be borne by the SADA agent. Bank will be liable for payment of charges/fee as mentioned in clause **“Applicable fee payable by Bank”**
- xix) SADA agent shall ensure that while acting as SADA agent, they do not give rise to any pecuniary liability to bank otherwise they shall be held liable for their action.
- xx) Bank has right to withdraw any financial asset allocated to the SADA agent without assigning any reason subject to approval of **Zonal Head**.
- xxi) Bank has right to terminate the empanelment of SADA agent at any time without assigning any reason subject to approval of **Zonal Head** based on the inputs/information provided by the Branch Head. The financial assets allocated to them will also be withdrawn.
- xxii) The recovery effected by the SADA agent shall be deposited with the branch concerned immediately.
- xxiii) In case Borrower/co-obligants approaches the bank for OTS in the accounts allocated the same is accepted by the competent authority, SADA agent shall also be entitled for the commission on actual amount of recovery.
- xxiv) In case any dispute arises the matter cannot be taken to Civil Court.
- xxv) RBI's and BCSBI's guidelines on Fair Practices Code for Lenders and IBA's Model Code for Collection of Dues and Repossession of Security (CDRS Code) shall be adhered to, wherever required, by the SADA agent.
- xxvi) Supreme Court has cautioned the Banks against use of coercive methods for recovery of loans and in another similar case, State Consumer Forum of New Delhi has given stern warning to Banks that if any complaint is received against any Bank alleging use of force by agents, the **punishment of minimum one month imprisonment shall be imposed under Section 27 of the Consumer Protection Act 1986**. Therefore, it is to be ensured that the guidelines of RBI/ IBA/BCSBI along with Bank guidelines on the subject are adhered to meticulously.

#### **IV. Indemnification**

It is binding on SADA , to defend and indemnify themselves from all losses and liabilities, if any, arising out of the following:

ALLAHABAD BANK will not be responsible for omissions and commissions on part of the SADA.

In the event of omissions and commissions on part of ALLAHABAD BANK , the same would be rectified and ALLAHABAD BANK would not be liable for any fines or penalties etc.

- SADA 's failure to perform its duties and responsibilities as per the Procedural Guidelines (PG) for NACH.
- Fraud or negligence on the part of SADA .

#### **V. Compliance to ALLAHABAD BANK Security Policies**

The SADA shall ensure that its employees are made aware of formal policies pertaining to RECOVERY framed by ALLAHABAD BANK and shall also ensure ongoing compliance with these policy statements. ALLAHABAD BANK may issue amendments to these guidelines from time to time by way of circulars. The revised versions of the Procedural Guidelines may also be issued incorporating the new provisions periodically.

#### **VI. Destruction of data and records or return on termination**

Upon termination of this agreement, the Receiving party, at the option of the Disclosing party, will return or destroy all specified Confidential Information (Not destroyed as per document retention policy of the entity) belonging to the other party within 30 calendar days from the date of receipt of written request from the Disclosing party.

#### **VII. LEGAL COMPLIANCE AND RESOLUTION OF DISPUTES**

The Law of Republic of India will govern this agreement and the parties agree to submit to the exclusive jurisdiction of the courts in kolkata.

#### **VIII. Notices**

All notices or communications issued under this agreement, except for the mode as otherwise provided for in the agreement, shall be in writing and shall be effective only when they are delivered to the addressee by using one or more of the following communication channel:

1. Registered Letter
2. E-mail
3. Fax

Any electronic message used for serving a notice by any party to the other shall be digitally signed as per the provisions of the Information Technology Act, 2000 or as otherwise agreed between the parties.

#### **IX. Standard of care**

Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this agreement. Each party will provide an acceptable standard of care in its dealings with the other party and its employees.

#### **X. Assignment**

The agreement shall not be assigned by any of the parties unless otherwise by an order of court of competent jurisdiction or any other competent authority or with the written permission of other parties or except as provided for in the agreement.

#### **XI. Entire agreement**

This document constitutes the entire agreement between the parties and supersedes all other prior agreements between the parties for the provision of such services.

#### **XII. Severity**

If any of the provisions of this agreement become illegal, void or unenforceable under any applicable law or if any court of competent jurisdiction so determines, the provision shall be deemed to have been deleted and replaced by similar provisions and all the other provisions shall continue to remain in force.

#### **XIII. Changes to the agreement**

No modification, alteration or change of the terms hereof shall be binding on the parties unless agreed by all the parties in writing. All changes to this agreement must be approved in writing by authorized officials of all the/or required parties and follow the formal change control procedure.

#### **XIV. Authority**

The parties covenant that they have the power and the authority to enter into this agreement, and the execution and delivery of this agreement by them have been duly authorized by all requisite corporate action on their part.

The parties covenant that they are in a position to observe, comply with and carry out all their obligations herein to be performed and complied with by it.

#### **XV. Counterparts**

This agreement shall be executed in two identical sets of which the parties shall receive one each in original.

#### **XVI. SIGNATURES**

The parties, by the dated signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this agreement and agree to be bound by its terms and conditions.

Signed, Sealed & Delivered for and on behalf of ALLAHABAD BANK .

(Signature) (Date)

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(Name)

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(Title & Seal)

SIGNED, Sealed & Delivered for and on behalf of the SADA

(Signature)

(Date)

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(Name)

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(Title & Seal)