



ALLAHABAD BANK

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**ADDENDUM TO REQUEST FOR PROPOSAL FOR**

**Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) Solution for issuer on OPEX Model and supply of RFID tags.**

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The following amendments to RFP have been incorporated in connection with the above mentioned RFP.

**Ref. No: *HO/DIT/NETC/ 2019-20/ 137 dated 01.06.2019***

**Addendum –II Dated 04-July-2019**

## **Introduction**

The Bank had floated the Tender Ref No : **Ref. No: HO/DIT/NETC/ 2019-20/ 137 dated 01.06.2019** for **Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) Solution for issuer on OPEX Model and supply of RFID tags.** Subsequently Addendum dated 21.06.2019 and Addendum -1 dated 26.06.2016 were issued in this reference.

## **Amendments:**

The following amendment has been made in this RFP, which the Bank deems fit to be furnished to the bidders.

The schedule of RFP Bid submission is amended as under:

<b>Sl. No.</b>	<b>Items</b>	<b>Details</b>
1.	Last Date for sale of RFP	16-07-2019, 13.00 Hrs IST
2.	Last Date & Time of Submission of bids	16-07-2019, 15.30 Hrs IST
3.	Date and Time of Opening of Technical Bids	16-07-2019, 16.00 Hrs IST
4.	Date and Time of Opening of Commercial Bids	To be notified subsequently to the technically qualified Bidders

Addendum –II dated 04.07.2019 containing amendments to the RFP document is issued herewith:

### **Amendments to the RFP (Including Additions/Modifications/Deletions):-**

<b>Si. No</b>	<b>Page Number; Section No;</b>	<b>RFP Clause</b>	<b>Amended/Deleted/replaced Clause</b>
1	Page No.87 Annexure-S	UNDERTAKING OF AUTHENTICITY OF NETC Solution on OPEX Model.	Please refer to revised Annexure-S(Undertaking of Authenticity of NETC Solution on OPEX Model) attached herewith to Addendum –II. Bidder has to submit the undertaking in the revised format

All other terms and conditions of the RFP remain unchanged. Please treat this Addendum as an integral part of the RFP under reference. Amendment incorporated through this addendum will override the concerned RFP clause/terms & condition issued earlier.

**Chief Manager (IT)**  
**Head Office, Kolkata**

**UNDERTAKING OF AUTHENTICITY of NETC solution on OPEX Model**

**SUB: RFP for Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) For Issuer on OPEX Model in Allahabad Bank**

Ref : HO/DIT/NETC/2019-20/137 dated 01.06.2019

With reference to the components / parts / assembly / software's being quoted to you vide our Quotation No: \_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the RFID TAGS to be supplied 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 shall be supplied or shall be used. We also undertake to produce certificate from the Original RFID TAG Manufacturers (if required by you) in support of the above statement at the time of delivery / installation .

In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the RFID TAG supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

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

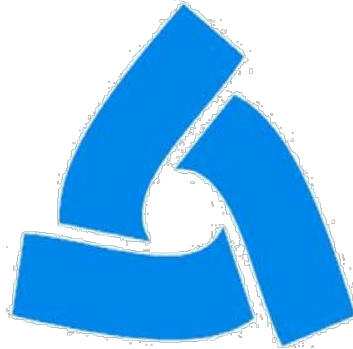
We confirm that the software is free from bugs, malware, covert channels in code etc. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 201

Date

Signature with seal :

Name and designation :



# **ALLAHABAD BANK**

## **Request for Proposal (RFP)**

**For**

**“Selection of vendor for Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags.”**

**(AFTER INCORPORATION OF ADDENDUM DATED 21.06.2019 , ADDENDUM-1 DATED 26.06.2019 and ADDENDUM –II DATED 04.07.2019)**

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**RFP Ref no: HO/DIT/NETC/2019-20/137**

**Dated 01.06.2019**

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## **1. INVITATION OF BIDS:**

- 1.1. Allahabad Bank, established in 1865, was nationalized in the year 1969 and is a leading public sector undertaking listed in BSE/NSE, hereinafter called “**The Purchaser**” or “**Bank**”. 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”, **Selection of vendor for Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags**”.
- 1.2. The Bank’s Data Centre (DC) is at M/s CtrlS Data Centres Limited, Plot No EL -72/1/A, TTC Industrial Area MIDC, Mahape, Navi Mumbai-400701, Disaster Recovery Site (DRS) is at 3rd Floor, Zonal Office Building Hazratganj, Lucknow (U.P.) 226001 and various NAPs are spread across the Country. Bank has 3300+ branches / offices spread across India.
- 1.3. Allahabad Bank intends to select bidder for the **Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags**” over a period of five years. Subsequently, the AMC /ATS Services shall be extendable for a minimum period of 2 years, at the behest of the Bank.
- 1.4. The Bank invites bids from System Integrators (SIs) (hereinafter referred to as ‘Bidder’ or ‘Vendor’) for **Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags**” and provide the AMC/ATS services in OPEX Model, herein referred to as ‘Goods & Services’. The detailed scope is given in ITB of this RFP. The Bidder would be the single point of contact for the Bank.
- 1.5. A complete set of RFP documents may be purchased by interested Bidder on the submission of a written application, from Allahabad Bank, Head Office, 2nd Floor, Department of Information Technology, 14, India Exchange Road, Kolkata – 700 001, India upon payment of non-refundable fee of INR 20,000/- (INR Twenty Thousand only) in the form of Demand Draft or Banker’s Cheque drawn on any scheduled bank in favour of ‘Allahabad Bank’, payable at Kolkata. Only those Bidders, who purchase the RFP in their names, will be eligible for submission of bid.
- 1.6. The bidder may download the RFP documents from bank’s official web-site: [www.allahabadbank.in](http://www.allahabadbank.in) <http://www.allahabadbank.in> or E-tendering portal [www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank) <http://www.tenderwizard.com/abbank>.
- 1.7. The RFP can be obtained from the following address during office hours on all working days during RFP sale period between 10.00 A.M. to 5.00 P.M, either in person or by post  
**The Chief Manager (IT)**  
**Allahabad Bank**  
**Department of Information Technology,**  
**Head Office,**  
**14, India Exchange Road,**  
**Kolkata-700001 (West Bengal), INDIA**  
**Phone No- 033-22319471, 22319472**
- 1.8. This tender is not transferable. Only the Bidders who have officially purchased this tender document shall be entitled to quote, subject to their fulfilling the eligibility criteria.

- 1.9. The bidders who have received the RFP through mail/ downloaded and wants to participate in the bidding process must pay a fee of Rs.20,000 .00 (Twenty Thousand Only), towards cost of the bid document, in the form of Demand Draft or Bankers Cheque, payable in favour of 'Allahabad Bank', payable at Kolkata.
- 1.10. The details are as under:

Sl. No.	Items	Details
1.	Bid Reference	<b>HO/DIT/NETC/2019-20/137 Dated 01.06.2019</b>
2.	Price of RFP ( Not Refundable)	Rs 20,000/-
3.	Date of commencement of sale of RFP	01.06.2019 12:00 Hrs IST
4.	Last Date for sale of RFP	16.07.2019 13:00 Hrs IST
5.	Last Date & Time of Submission of bids	16.07.2019 15:30 Hrs IST
6.	Date and Time of Opening of Technical Bids	16.07.2019 16:00 Hrs IST
7.	Date and Time of Opening of Commercial Bids	To be notified subsequently to the technically qualified Bidders
8.	Place of submission and opening of Bids	The Chief Manager (IT) Allahabad Bank DIT, Head Office, First Floor 14 India Exchange, Kolkata-700001(West Bengal), INDIA
9.	Address for Communication and Pre-Bid Meeting	Same As Above Tel : 033 – 22420995 Fax : 033-2210 6323 Email: <a href="mailto:hodit.ib@allahabadbank.in">hodit.ib@allahabadbank.in</a>

- 1.11. This is a Two Bid System tender, wherein the bidder is required to submit Technical bid in physical form and Commercial bid through the online reverse auction. The original RFP (and any addendums) needs to be signed and stamped by the Bidder and has to be submitted along with the Technical Bid.

The Bidder has to submit soft copy of the complete Technical Bid, Masked copy of commercial bid without price information, Indicative Commercial Bid and Compliance to Eligibility Criteria in Microsoft Office / Open Office format on CD / DVD along with the hard copy of technical bid.

- 1.12. All Technical Bids must be accompanied by a Bid Security for INR 5,00,000/- (INR five Lac only) as specified in Annexure-F and must be delivered at the above office on or before specified date and time indicated above. This security will remain in force up to and including 180 days after the period of the bid validity.

- 1.13. MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit amount for which the concerned a later stage, the discretion of the Bank shall prevail and be binding on the Bidder. For MSEs, the provisions as per Government of India shall be considered while evaluating the tender.
- 1.14. Each Bidder is eligible for submitting only one Bid in response to this RFP.
- 1.15. 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 Indicative Commercial Bids of technically qualified Bidders will be opened in the presence of the technically qualified Bidder's representatives on separate date and time which will be notified separately.
- 1.16. No further discussion/ interface will be granted to Bidders whose bids have been disqualified.
- 1.17. Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
- 1.18. 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.

## **2. ABOUT ALLAHABAD BANK**

- 2.1. Allahabad Bank ('the Bank') was established on 24<sup>th</sup> April 1865 in Allahabad. In the year 1969, the Government of India nationalized 14 commercial banks and Allahabad Bank was one of them. For operational convenience, the Head Office of the Bank was shifted from Allahabad to Kolkata in 1923.
- 2.2. The Bank is a leading Public Sector Commercial Bank based in India. The Bank offers a range of financial services including Cash Management Services, Depository Services, Corporate Agency arrangements, Rupay/Visa debit cum ATM card, Internet Banking, Mobile Banking, Point Of Sale (POS), Bank Assurance and Mutual Fund, Real Time Gross Settlement(RTGS), Immediate Payment Settlement system(IMPS), Unified Payment Interface (UPI), Gold Card scheme for exporters, National Electronic Fund Transfer (NEFT), Government Business, Credit Card business (proposed), E-commerce payments etc. The bank operates through four business segments, namely, Treasury, Corporate / Wholesale Banking, Retail Banking, Financial Inclusion and Other Banking.
- 2.3. As on June 30, 2018, the Bank has a network of around more than 3300 Domestic Branches/Offices. The Bank also has an Overseas Branch at Hong Kong.
- 2.4. The Bank has Core Banking Solution Office (CBSO), Data Centre (DC) & Near Disaster Recovery Site (Near DR) in Navi Mumbai, IT Innovation Centre (ITIC) in Kolkata and DR Site in Lucknow.
- 2.5. The CBS implementation of the Bank was completed on 18th December 2010. The CBS software is Bancs24 supplied and maintained by M/s Tata Consultancy Ltd (TCS). Core Infrastructure for the Centralized Banking Solution is hosted at the Data Centre (DC) and Disaster Recovery Site (DRS). DC & DRS are operational on 24 x 7 basis and have necessary infrastructure for that.
- 2.6. The point to point replication is done directly at DRS from DC. The data at DRS is not more than 15 minutes (RPO) behind the production data at DC. In case of disaster, the DRS can be up and running within 4 hours (RTO). The above mentioned CBSO/ DC/ DR are for Bank's Indian operations.

- 2.7. The Bank has one Regional Rural Bank – Allahabad U.P. Gramin Bank, and two JVs ASREC & Universal Sompo General Insurance Co. Ltd.
- 2.8. The Bank will open branches, offices from time to time & may also promote/acquire Associates/JVs as and when required.

### **3. INTRODUCTION**

#### **3.1 Backdrop**

ALLAHABAD BANK intends to engage service providers for providing end to end management of NETC Solution as Issuer Business under OPEX Model as part of the National Electronic Toll Collection (NETC) project on behalf of ALLAHABAD BANK. The purpose of the RFP is to seek a detailed technical and commercial proposal for Implementation and maintenance of the Application Software for NETC management solution including Issuer of RFID Tags , topping up, Customer Touch Points, online payment processing, reconciliation & dispute management as elaborately detailed under Scope of Work on behalf of ALLAHABAD BANK on OPEX model.

#### **3.2 Objective**

In order to create/enhance and implement an end to end management of NETC solution from issuer business perspective on OPEX model encompassing all present and future related product/instrument lines, ALLAHABAD BANK hereby invites responses from the established and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) to provide the deliverables, more particularly described hereinafter in this document in accordance with the terms and conditions described herein.

The proposed NETC Management solution as an issuer should integrate with various channels of Bank such as CBS, Internet Banking, Mobile Banking. The platform should have the capability to manage services, user experiences and integration of various core & allied systems of issuer banks in NETC management, NPCI as a settlement agent, and Bank to be able to provide a *consistent* controlled and Proposed Solutions channel experience to the customer. The Bank is seeking an experienced and capable vendor who can fulfil the same as per the guidelines of NHAI/NPCI and Bank issued from time to time.

The proposed solution should be as per the latest version preferably shared by the NHAI/NPCI/Government. Bidders who do not have a proven capability in NETC management solution in issuer need not to apply.

#### 4. Eligibility Criteria

Only those Bidders, who fulfill the following criteria, are eligible to respond to the RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Sl. No	Eligibility Criteria	Documentary Evidence to be submitted to the Bank
1	The bidder should not have been black listed/debarred in the past by any of Government Authority or Public Sector Undertaking (PSUs).	Bidder need to Submit the declaration to this effect, as per Annexure-N of RFP Document.
2	The bidder must be a Public/Private Limited Company registered in India under the Companies Act, 1956 and should have been in operation for at least 3 years as on 31.12.2018.	Copy of Certificate of Incorporation issued by the Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
3	The Bidder should be a profit making company and should have earned Net profit in at least one out of three preceding Financial Years (2016-17,2017-18,2018-19) Or Bidder should have maintained a positive net worth in each of the last three financial years.	A certificate to this effect as per Annexure-V duly signed by Chartered Accountant and authorized signatory (of the bidder) must be provided.  Copy of the audited balance sheets for the last 3 financial years ( <b>2016-17,2017-18, 2018-19</b> ) of the company showing profit/loss/Net worth of the company should be submitted. In case financial statements have not been audited & published for the year 2018-19, unaudited/ provisional ones can be submitted along-with a declaration that audited statements will be submitted once they are available.
4	The bidder should have a minimum annual turnover of Rs 5 crores during last three financial years( i.e 2015-16, 2016-17 and 2017-18 ).	A certificate to this effect as per Annexure-V duly signed by Chartered Accountant and authorized signatory (of the bidder) must be provided. Further Copies of audited balance sheets and Profit & Loss statements for the last three financial years (i.e. audited statements for 2015-16, 2016-17 and 2017-18) should be

		submitted along with the offer
5	The Bidder should own the intellectual property rights of the NETC product or should have rights from the owner , If not, the Bidder should have in place proper tie-ups, commercial agreements, authorized implementation partnership for deployment/ resale/ customization of software with the product OSD whose software products are offered.	Self-Declaration from the Bidder and an authorization letter from manufacturer (OEM) to this effect should be furnished giving mandate to participate in this RFP. Self- declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.
6.	The bidder should be the Original Equipment Manufacturer (OEM) or certified / authorized agent of the solution offered.	Letter from the OEM authorizing the bidder to participate in the RFP or agreement with the solution provider with reference to the solution offered should be submitted along with the bid in format (Annexure-L) of RFP document. In case OEM is directly participating self declaration has to be provided.
7.	The bidder should have supplied the proposed or immediate previous version of Application Software to at least one Scheduled Commercial Bank (of at least 1000-branches)/PSU/Financial Institution/Govt. Departments in the last last three years as on 31.12.2018. Projects which qualify are any one of the following: 1. Issuer & Acquirer Solution 2. Issuer Solution	Documentary proof ie. Copy of the order or certificate of completion of the work from the concerned institution for having implemented the solution or is currently in use is to be submitted.  Customer credential to be submitted.
8.	The NETC solution offered should be in compliance with all listed guidelines issued by RBI, NPCI and IHMCL/NHAI/BANK etc. from time to time.	A self-declaration to this effect is to be submitted by the OEM on company's letter head.
9.	Bidder/OEM should not be owned or controlled by any Director or Employee (or relatives) of Allahabad Bank.	Self-Declaration by Bidder/OEM on the company's letter head is to be submitted.
10.	Provision of changes in future as per NHAI/NPCI requirements	Undertaking that all additional features as per NHAI/NPCI requirements will be made available and implemented for



		Bank.
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**5. PROJECT TIMELINES:**

The Successful Bidder is expected to adhere to the following timelines:

Sr. No.	Activity	Time Period for completion
1.	Bidder shall submit a detailed project implementation plan, which will include the full scope of the project as mentioned in this RFP	Within 02 weeks from the date of Letter of Intent (LOI)/Purchase Order(PO)
3.	Hosting of Infrastructure setup and Customer Touch points and Secured delivery of the Personalized RFID Tag at the locations as per the order placed by the Bank.	Within 04 weeks from issue of LOI/PO.
4.	Integration of RFID Tags issued to customers with Payment systems and accounting systems along with system testing.	Within 06 weeks from issue of LOI / PO
5.	Roll out/ Go-Live of application setup	Within 08 weeks from issue of LOI / PO

**6. SCOPE OF WORK – (ISSUER) ON OPEX MODEL**

**6.1 Overview**

Allahabad Bank intends to engage vendor who have the necessary experience, capability & expertise to provide bank the complete NETC Solution as issuance of RFID Tags to the appropriate vehicle owners providing top Up facility, designing the solutions on Customer Touch Points across the country adhering to Bank’s requirement outlined in this RFP.

NETC would enable the plaza to electronically collect the toll from the vehicles in motion while passing through the plaza. The technology standard stipulated by the Government of India for NETC is RFID based tags confirming to 18000 6C Gen 2 EPC standards. The key requirements for

NETC system are to provide an integrated solution that can work throughout the country. The selected bidder is to adhere the guidelines issued by the regulatory body from time to time.

## 6.2 Functional Requirements

Key Capabilities required to be fulfilled by the selected bidder's application software for Issuance part on behalf of Allahabad bank and support to be provided during the contract period/ATS/AMC is as under:

- i. The selected bidder has to provide the solution for the registration of RFID tags with Centralized NETC System operated by NPCI.
- ii. Bank may decide on setting up of the solution for customer touch points at various locations such as Toll Plazas, Fuel stations, State entry check posts, Automobile shops, Roadside amenities based on mutually agreed terms and conditions to meet the future requirement.
- iii. For issuance of RFID tags to commercial and private vehicle owners. The selected bidder should have the solution to issuance of the tags making it ubiquitous - anywhere, anytime, also image capturing of the vehicles, physical verification of vehicle, properly affixing of the tags to the appropriate vehicle should be ensured by the service provider in any condition.
- iv. If inventory is to be bidder's responsibility, the selected bidder should maintain sufficient stocks/inventory level of RFID tags, life cycle management of RFID tags including inventory .
- v. Distribution of personalized RFID tags to the proposed commercial, private vehicle users. Bank will facilitate for verification and physical collection of KYC documents of its customers.
- vi. Providing facilities for recharge/ topping up of RFID accounts of the vehicle User at customer touch points. Creating and providing an efficient issuing/top up infrastructure for RFID tags viz. Cash, bank Account, Credit card, debit card, internet banking, and mobile banking of Allahabad Bank.
- vii. Satisfying with all the compliances of the vehicle and its owner details, register the user and submit all the data on the central NETC portal operated by NPCI and issuer framework solution hosted by the bank.
- viii. Create and provide a system to back up all the information i.e. vehicle details including its category as per Toll Gazette of Government of India, Customer details, etc.
- ix. Capture the responsibility of affixing the appropriate RFID tag as per the vehicle type/class. All tags shall be stored along with vehicle class in the centralized business rule engine for computation.
- x. Updating the customer pass and toll exemption details in the customer profile and central NETC portal as per the respective toll plaza guidelines.
- xi. Blacklist, grey-list and hotlist Management in case the money in the RFID tag account goes below the minimum prescribed level. RFID tag account to be recharged automatically by debiting linked Bank account (Optional or as decided by Bank), once money in the tag account falls below minimum prescribed level.
- xii. Reconciliation solution and day to day reconciliation.

- xiii. Help Desk (Setting of Centralized Call Centre).
- xiv. **Web portal** for managing the following:
  - a. To manage issuance of TAGS from locations /designated bank branches (if opted), bulk consumer interface.
  - b. To develop a seat service portal for management of account details for bulk customer.
  - c. To develop issuance client for bank branches integrating to e-portal & through middle man validating an existing Allahabad Bank customer. This is done to avoid KYC process of customer again.
  - d. To develop/integrating KYC of new customers which are not Allahabad bank customers, with the existing e-KYC services of the Allahabad Bank.
  - e. To reconcile the account on daily basis-twice a day.
  - f. To develop an approval module to ensure all valid transactions before pasting in the bank server.
  - g. To host issuer framework/solution in the bidder's premises.
  - h. Bank may decide to host e-Portal in its own premises or outsource to the successful vendor, which will be discussed & addressed separately after award of contract.
  - i. The bank will not provide the hardware, operating systems, database including other necessary systems for hosting the solution. However, if required / necessary from regulatory prospective, Bank will provide the infrastructure to host such system in its premises.
- xv. To develop & host issuer framework in secured infrastructure as per the standard set by the NPCI & other regulatory bodies in time to time.
- xvi. To develop & host the middleman to act as interface between bank's core banking & issuer framework.
- xvii. To register the tag holder onto the ETC Mapper.
- xviii. To process online transactions request received from NETC System.
- xix. To generate the reconciliation for the acquirer for payment transactions as per the prescribed process.
- xx. To securely transmit to any other parties through the necessary cryptographic keys needed for the correct operation of the system.
- xxi. To assist the disputes raised by Tag holder.
- xxii. Perform fraud monitoring by verification of the transaction data.
- xxiii. To provide support to Tag Holders
- xxiv. Daily reporting on issuance, transfer and topping-up etc.
- xxv. Bidder shall provide New patches; Version releases/up-gradations will be released at periodical intervals, New Version will be provided in case of existing Software is declared as End of Support / End of Sale / not able to comply the Regulatory guidelines, Bug fixing, etc during the contract period at no extra cost.
- xxvi. Closure of all VAPT / IS AUDIT observation within time frame stipulated by Bank without any additional cost to the Bank.
- xxvii. If required on site support to be provided by the bidder

- xxviii. The solution and software should fully comply with all the existing or future time to time guidelines, requirements notified by RBI/ IBA/FIU-IND/SEBI/FATF/UIDAI/NPCI other statutory bodies etc. during the contract at no additional cost to the bank

### **Distribution of RFID Tags**

#### **The bidder has to supply Fastag/RFID Tags certified by the NPCI.**

- I. The selected bidder needs to integrate with NPCI empanelled tag manufacturers, to personalize the RFID tag, as the case may be.
- II. The selected bidder to provide solution for customer touch points which will act as Point of Sales for Tag Issuance. Locations will be decided by the bank.
- III. Bank may ask to bidder to distributed/sale the RFID tag/fastag during the contract period at no extra cost.

### **Maintaining Exception List**

The selected bidder should update various exception lists on NETC Mapper of NPCI. The exception list will consist of:-

- A. **Blacklist:** A blacklist is a list of tag ID which will not be accepted at toll plaza. The government authorities can request the selected bidder to add/remove the tag ID in the blacklist.
- B. **Low Balance List/Grey list:** If the balance in the customer's account linked to the tag comes below a threshold limit, that Tag ID will be added to this list and the notification is sent to the customer for low balance. This list will be provided by the selected bidder.
- C. **Exempted Vehicle Class List:** Unless otherwise stipulated, no toll fare will be charged for the vehicles that come under this category as defined by the respective authorities from time to time.

### **Customer Touch Points**

In order to sell tags, Bank needs to create customer touch points through which these tags can be sold. The bank may appoint a Direct Selling Agent (DSA), Banking Correspondent (BC) or may use existing Branch network to sell these tags. In either of these cases, the entity needs to be on-boarded in the web Portal.

### **Clearing & Settlement**

All ETC transactions are Single Message System (SMS) in nature i.e. there is no need to send any clearing files to NPCI. The amount for transactions authorized at NPCI system will automatically be debited from Bank's settlement account as per IMPS cycle. NPCI will share the files with Bank after each cycle which will be used by Bank for reconciliation purpose.

### **Dispute Management**

Dispute Management & Chargeback mechanism will be as per rules which have been laid out in NPCI Procedural Guidelines for ETC. Settlement of disputed transactions is to be carried out without undue delay and timely manner.

### **Issuance**

1. Retail
2. Corporate
3. Recharge
4. Account operations
5. Service Request Management

**A-Retail User Issuance:** - A new customer onboarding shall be done by using Issuance functionality. Onboarding of a customer is a multi-step activity. Selected bidder's application provides an easy to use solution for onboarding process. Application will require user, vehicle, and bank account details as well as supporting documents for onboarding.

**B-Corporate User Issuance:-**

B1-Fleet Management: System has an efficient and easy to use fleet management module which consists of –

B2-Fleet Onboarding: Fleet Onboarding is multi-step operations and the system has tabular view for ease of access to the user. The following details are captured while on boarding of fleet customer:

- i. Group Master
- ii. Company Master
- iii. Division Master (Optional)
- iv. Document
- v. Wallet Verification

**C-Wallet of corporate** fleet to be automatically created when above steps is successfully completed.

**D-Authorization:** Authorization/rejection of uploaded data can be done by using this functionality.

**E-Assignment:** When the uploaded details are authorized, same can be assigned to Branch for Issuance and activation of tag.

**F-Key elements in issuing:**

- i. Issuance of RFID tags
- ii. Top ups and recharges of RFID tags through different channels
- iii. Customization of Products for fleet and retail customers
- iv. Discount mechanism at local and product level
- v. Customer account management
- vi. Inventory tracking
- vii. Date, time, toll plaza wise, customer wise, history view of previous RFID tag issuances
- viii. Exception list Management

- ix. Integration with existing Bank's products – CBS/Debit Card/M-banking/E-Banking/e-wallet/Account - NETC system / UPI.
- x. Bidder to provide all the reports including customized reports as and when demanded by Bank in Soft/Hard copy without extra charges to the Bank.

### **Development of Road User Portal**

- a) Automated User account registration
- b) Authorization using OTP or manual authorization
- c) Notifications to road user at each event
- d) Support Payment gateway for Top-Up

### **Operations support at Road User Interface**

- i. Account Registration
- ii. View Passage History
- iii. View Payment History
- iv. View Account Details
- v. Top up
- vi. Notifications
- vii. Service Request Management

### **Dashboards**

Following is the tentative list of dashboards to be provided by the service provider:

- i. Customer Touch Point Activity: Activities performed by branch User like Issuance, Recharge, Closure and other related activities
- ii. Payment History: Payment history shows old transaction details and also enables to reprint the receipt on demand.
- iii. And other such dashboards as decided by the Bank.

### **Passage History**

Toll Transaction details of the account/Wallet are shown on this page. Following transaction related information should be shown in passage History

- i. Transaction Date Time
- ii. Transaction Upload Date Time
- iii. Reconciliation Status
- iv. Amount
- v. Vehicle Details
- vi. Toll Plaza and Project Details
- vii. Transaction Status – Discrepancy or Normal Transaction
- viii. Failed transactions history

### **Rejection History**

Status of all rejected transactions should be shown as part of the violation history form. Application should be capable in retrieving present and historical details of the transactions.

### **Chargeback Processing**

Chargeback are used for Dispute Management. The user can raise a query regarding inappropriate balance deduction for transactions. So, the transaction gets re-audited and appropriate balance resulting after re-audit is either credited or debited to the user wallet. This will flow into with the bank's existing dispute management module.

### **Payment History**

- i. Configurable (Parameterized) discount management system
- ii. Product can be configured in 2 modes
  - Product Base Discounts
  - Local Discounts
- iii. Supports automatic calculation of discount as per configuration
- iv. Discount application and expiry can be configured for product and Local based types.
- v. Any other discount prescribed by the Bank from time to time.

### **A-Local Discount:**

- 1) Supports creation of configurable (parameterized) Discount Rules.
- 2) Can be applied to specific concessionaire or group of concessionaires
- 3) Should be supporting the following types of Discounts configuration.
- 4) Amount Based Discount
- 5) Percentage Based Discount
- 6) Time Based discounts

**The Application software of the selected bidder should be capable of handling the various toll plaza pass schemes as defined by NPCI/toll plaza owner/Bank time to time.**

### **Issuance**

- a. Stepwise and easy issuance process
- b. Should support partial issuance facility. Same Issuance process can be completed in next session.
- c. Availability of Notification at each step of issuance
- d. Support of Authorization by OTP and Manual Process Support Document upload and verification or e-KYC integration
- e. Support Local Pass Issuance or e-KYC integration
- f. Automated Statements and Mailing facility
- g. Support issuance for following types of customers
- h. Retail
- i. Corporate
- j. Steps of Issuance

- k. Wallet Creation
- l. Vehicle Addition/Data Upload
- m. Tag Issuance
- n. Tag Allocation
- o. Tag Activation

### **Corporate Issuance**

- 1) Bulk Issuance Mode should be supported.
- 2) The Issuance template may be configured to the format supported by corporate customer.
- 3) History of each step and details.
- 4) Customizable Assignment for Actual Tag Issuance.

### **Tag Operations**

Following tag operations shall be performed using this functionality:

- i. Issuance
- ii. Tag Activation
- iii. Tag Duplication / validation
- iv. Tag creation & personalization
- v. Integration with Tag printing vendor
- vi. Tag categorization & limit management
- vii. Re-Issuance
- viii. Tag/Wallet Closure
- ix. Suspension
- x. Partial Suspension
- xi. Permanent Suspension
- xii. Re-activation

All other mandatory & necessary guidelines issued from time to time.

### **Account Management**

- i. Configurable Account Structure
- ii. Support multiple accounts creation for one customer
- iii. Support multiple vehicles in single accounts
- iv. Top-Up and blacklisting is applicable to account
- v. Retail and Corporate Accounts can have different products configuration
- vi. Support Service Request operations for each account



- vii. Different types of Local Passes can be issued to vehicles under same account.
- viii. Reprint of receipts of all operations on customer demand.

### **Notifications**

- i. Notification system should be easy to configure
- ii. Supports notifications for all major events
- iii. Notification can be configured in following types
  - a. SMS
  - b. E-Mail
  - c. SMS and E-Mail

### **Top up and payments Supported Payment Modes required:**

- i. Cash
- ii. NEFT, RTGS
- iii. Pull SMS
- iv. IMPS, UPI
- v. Internet Banking, Mobile Banking
- vi. Credit Card, Debit Card
- vii. Payment Gateway
- viii. Wallet – Wallet
- ix. Wallet – Bank Account
- x. Bank Account – Wallet
- xi. Any other mode as decided by the Bank/NPCI time to time.
  - Top up payment is supported in various payment modes.
  - Support for integration with any 3rd party payment system.
  - Supports integration with any accounting system.

### **Marketing & Branding**

Selected bidder to do the necessary marketing preferably by using technology based methods like mobile applications etc. NPCI operates the ETC Payment System. ETC Marks includes the NPCI Logo, Brand Name, Slogan and other ancillary marks. The service provider shall accept NPCI's ownership of ETC marks. The service provider agrees that it will not object or challenge or do anything adverse, either legally or publicly against the ETC marks. The service provider will not modify, adopt, register or attempt to modify, adopt or register, any names, trademarks, service marks, trade names, logos, or any word or symbol that is remotely similar to or bears any resemblance to NPCI marks, as a part of the member's trade name, company name, product names, marks, copyright or otherwise.

All the participant's/service provider of ETC payment network must take prior approval from NPCI for printing the NPCI/IHMCL/NHAI logos on all the marketing material.

### **Component Architecture**

Detailed proposed architecture including both technology and application to be provided along with technology stack as part of the proposal. The solution must be in DC and DR concept.

### **MIS Report Generation requirement**

- MIS should support extensive and detailed reporting.
- All types of reports should be generated easily.
- Supports BI Charts for ease of understanding.

The reports may be categorized in following types:

- a. Operational Reports
- b. Traffic Reports
- c. Statistical Reports
- d. History Reports
- e. BI Charts
- f. any other report required by the Bank

### **Performance and Scalability Requirements**

- i. Highly scalable application should be capable of handling very high volume plazas transactions.
- ii. Solution should be capable to handle 150 transactions per second (TPS) initially, and must be scalable as per the requirement of the Bank.
- iii. Proven design/architecture that should be based on high volume transaction processing and 24x7 availability with 99.99% precision.

### **Hosting**

The whole solution should be hosted with proper high availability and 100% DR replica.

### **Regulatory/Compliance Requirements**

Service provider need to adhere to the compliance requirement and maintain the integrity of ETC payment system. The compliances, not limited to following, are brand compliance, certification compliance, Toll Plaza System management, third party compliance, vendor compliance etc. Service provider also needs to adhere with compliance guidelines issued by the RBI, NPCI and IHMCL/NHAI/BANK etc. from time to time.

1. Service Provider will be responsible for ensuring compliance with any privacy related regulations of the government which includes sharing of ETC transactions information with any third party.
2. Service Provider should integrate with proper KYC checks as stipulated by RBI and other regulatory bodies before registering a customer for ETC. Similarly, Service Provider has to comply with RBI policies & guidelines of respective products which will be linked to the ETC tag.
3. The Service Provider should honor all the ETC transactions which are received from ETC System within:
  - a. Fifteen minutes for online transaction processing
  - b. Eight hours for debit adjustments raised by acquirer

The above requirements may undergo change as per the NPCI/NHAI/Bank norms.

4. The Service Provider should ensure the correct issuance and placement of ETC Tag on the vehicle and also a system ensure that only one ETC tag is affixed on the vehicle at any point of time.

The Service Provider should send the transaction alert (SMS and E-Mail) to the tag holder post transaction processing. It should contain details of Toll Plaza, Toll Fare Amount and Date & Time, Balance left in the Tag etc.

1. The Service Provider should ensure to maintain minimum balance as prescribed by the Bank, on the ETC tag account, both in the case of grey listing and black listing, an SMS and E-Mail alert is send to the RFID Tag holder to this effect.

#### **General Instructions:**

1. Bank reserves the right to access all books, records and information relevant to the Outsource activity available with the service provider.
2. Bank reserves the right to conduct audits on the service provider whether by its internal or external auditors, or by external specialists appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the bank.
3. Bank reserves the right to allow the Reserve Bank of India or persons authorized by it to access the bank's documents, records of transactions and other necessary information given to, stored or processed by the service provider within a reasonable time.
4. Storage of all data at Vendors end should be ensured within the geographical limits of our country and it should also be available to the Bank as and when required.

#### **Security Requirements**

1. Issuing application for RFID tags should be compliant with web security standards.
2. Standard FAP (function access point) and DAP (Data access point) based accessibility should be available across application.
3. Facility of GPG encryption for files encryption and decryption.
4. Support tracking of all user actions through activity logs. This feature should help in crosschecking of user actions for all application modules.
5. Any other defined by NPCI/Bank time to time.

#### **Limited Trial / Pilot Requirements**

1. The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements etc. of the Bank.
2. The Vendor should comply with Bank's IS Security policy etc. in key concern areas relevant to the RFP. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration
- iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Data Encryption/Protection requirement of the Bank
- ix. Any other requirement as prescribed by the Bank

### **Complaint Management**

The selected bidder to provide the complaint management solution for addressing the grievances of the customer. To assist the disputes raised by Tag holder. The service provider is also responsible for the debit adjustment raised by acquirer as per the applicable TAT.

### **7. LANGUAGE OF BID**

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

### **8. NON-TRANSFERABLE OFFER**

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.

### **9. 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.

**Filling up of the information using terms such as OK, ACCEPTED, NOTED, AS GIVEN IN BROUCHER / MANUAL, etc. is not acceptable.**

### **10. Pre-BID Meeting**

- a. Only the prospective bidders, who have purchased a copy of the RFP, will be eligible to attend a pre-bid meeting to be held, as indicated in the Schedule of Events, after publication of RFP and

well before the last date for receipt of bids. Up to a maximum of two representatives of each prospective bidder will be permitted to attend the pre-bid meeting.

- b. However the Purchaser, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.
- c. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. The issues/questions to be raised must be in writing. The Purchaser will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.

## **11. Amendment to Bid**

- Any modification of 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/Corrigendum.
- At any time, prior to the submission of bids, the Purchaser for any reason, whether at its own initiative or in response to the clarification requested by the Bidder, may modify the RFP, by amendment.
- All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or fax or by email and will be binding on them. In case of amendment (s) taking place in RFP, the Purchaser at its sole discretion may extend the deadline for the submission of bids, to ensure availability of reasonable time to the prospective bidders for preparing their Bids.

## **12. TENDER SUBMISSION- GENERAL DETAILS**

**12.1 Tender Document and Fee:**A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with non-refundable fee of Rs.20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of Allahabad Bank, payable at Kolkata .

**The Chief Manager (IT)  
Allahabad Bank  
Department of Information Technology,  
Head Office, First Floor  
14 India Exchnage  
Kolkata-700001 (West Bengal), INDIA  
Phone No- 033-22319471, 22319472  
Email: [hodit.ib@allahabadbank.in](mailto:hodit.ib@allahabadbank.in)**

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

The bidder may also submit a non-refundable fee of Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of ALLAHABAD BANK, payable at

Kolkata, at the time of submission of the technical bid, failing which the bid of the concerned Bidder will be rejected.

## 12.2 Bid Security:

The Bidder(s) must submit Bid Security at the time of submission of the technical bid in the form of Bank guarantee as per format given in **Annexure-F** issued by Public / Private Sector Bank in India (other than Allahabad Bank), acceptable to the Bank, in favour of ALLAHABAD BANK payable at Kolkata for an amount mentioned hereunder, on which no interest will be paid by the Bank:

Particulars of Job to be undertaken	Bid Security Amount
Selection of vendor for Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags.	Rs. 5,00,000/- (Rupees Five Lac only)

The bid security is required for protecting the Purchaser against risk of bidder's conduct during the period of bid validity.

The bid shall remain valid for 180 days after the scheduled date of opening of Technical Bid prescribed by the Purchaser. Therefore, the bid security will have to be submitted for a period of (180+60) days. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

Non-submission of Bid Security will lead to outright rejection of the Offer.

The BID SECURITY of unsuccessful Bidders will be returned to them on completion of the vendor selection process. No interest will be payable on bid security amount. The BID SECURITY of successful Bidder(s) will be returned on submission of Performance Bank Guarantee of specified amount.

The Bid Security may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of Technical bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful Bidder, if the Bidder fails:
  - To sign the contract in the form and manner to the satisfaction of THE BANK.
  - To furnish performance Bank Guarantee in the form and manner to the satisfaction of THE BANK.
  - To perform, in accordance with the terms and conditions of the RFP or Contract

## 12.3 Performance Bank Guarantee

The Bank will require the selected Bidder to provide a Performance Bank Guarantee (PBG), within 21 days from the date of issue of purchase order/Letter of Intent (LOI), for a value equivalent to **5%** of the contract Value (TCO). The contract value will be derived based on cost of estimated

quantity of RFID tags mentioned in the Bill of Material (Annexure-E1) for 5 years & one-time implementation Cost and Project Management fee i.e sum of line item B(viz 250000\*per tag cost) & C in Bill of Material (Annexure-E1) of the RFP.

The PBG should be valid for 5 years plus 180 days. In case of the expiry of PBG within this period, the vendor should furnish a fresh PBG. The Performance Guarantee shall contain a claim period of six months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and/or Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Performance Bank Guarantee shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public / Private Sector Bank in India (Other than Allahabad Bank), acceptable to the Bank, in the Annexure-I provided in the Bid.

### **13. TWO BID SYSTEM TENDER**

Bidders are required to submit the Sealed Technical Bid along with the sealed masked commercial bid without price details and sealed indicative commercial bid in physical form on or before the last date and time mentioned in RFP, whereas the Commercial Bid will be Online Reverse Auction, the date for the same will be informed to technically qualified bidders.

#### **13.1 Submission of Technical Bid -**

13.1.1 The RFP response (Technical Bid) should be provided in two envelopes in duplicate (One Original and One Copy) duly sealed and super-scribed as follows:

- a. **Technical Bid** - Selection of vendor for Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags Technical Bid" shall be duly marked as "DO NOT OPEN BEFORE (date)"
- b. **Compliance to Eligibility Criteria** – "Quotation for Selection of vendor for Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags – Technical Bid - Compliance to Eligibility Criteria"
- c. **Masked Commercial Bid** (Annexure-Y) - "Quotation for Selection of vendor for Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags – Masked Commercial Bid"
- d. **Indicative Commercial Bid** (Annexure-Z) Quotation for Selection of vendor for Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags – Indicative Commercial Bid shall be duly marked as "DO NOT OPEN BEFORE (date)"

13.1.2 Sealed separate envelopes carrying the technical Bid (including compliance to eligibility criteria masked commercial bid and Indicative Commercial Bid should be put in a single outer cover (one each for Original & Copy bids) duly sealed and super-scribed "Quotation

for– Original / Copy Bid” (as the case may be) and be submitted at the Bank’s address given in RFP. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

**Note:**

- a. There should be two outer envelopes i.e. Original Bid and Copy Bid, each with one set of Technical Bid, Eligibility Criteria, Masked Commercial bid & Indicative Commercial Bid.
- b. If the outer cover / envelope is not sealed and super scribed as required, the Bank will assume no responsibility for bid’s misplaced or premature opening.
- c. All Claims made by the Bidder will have to be backed by documentary evidence.

13.1.3 All envelopes must be super scribed with the following information:

- a. Name of Bidder
- b. Offer Reference
- c. Type of Envelope (Technical Bid, Eligibility Criteria , Masked Commercial Bid or Indicative Commercial Bid)
- d. Original Bid / Copy Bid

**13.1.4 ENVELOPE - I - Technical Offer**

The Technical Offer should be completed in all respects and should contain all information asked for in the exact format of technical specifications given in the RFP, except prices. The Technical Offer must not contain any price information. However, the Masked Commercial Bid without price information is to be submitted along with the Technical Bid. The Bank, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

- a. Tender Forwarding Letter (Annexure – A) along with Power of attorney or Board Resolution of authorised signatory
- b. Bidder Information (Annexure-C)
- c. Valid Bank Guarantee as BID SECURITY (Annexure – F)
- d. Compliance of Technical Requirement Specifications (Annexure-U)
- e. Bill of Material (Annexure-E1)
- f. Letter giving details of authorized representatives (Annexure E).
- g. Details of Service support centres (Annexure - Q)
- h. Escalation Matrix (Annexure-R)
- i. Conformity/Undertaking letter (Annexure - T)



- j. Bidder's Financial Status (Annexure- V)
- k. Undertaking for MSME benefit (Annexure-E3) , if applicable
- l. Manufacturer's Authorisation Form (Annexure-L)
- m. No Deviation Undertaking (Annexure-J)
- n. Non-Disclosure Agreement ( Annexure-K)
- o. Reference Site Details (Annexure-O)
- p. Valid Bank Draft/ Pay order as RFP document price if tender document is downloaded from Bank's website
- q. Copy of Technical Bid
- r. CD (R)/DVD which contains soft copy of all above documents
- s. RFP and addendums (if any) signed and stamped
- t. Integrity Pact (Duly sealed & signed) as per Annexure- X
- u. Any other documents deemed necessary.

#### 13.1.5 ENVELOPE - II - Compliance to Eligibility Criteria

This envelope should contain Bidder's response to the eligibility criteria specified in the RFP and supporting documents which demonstrate the compliance to eligibility criteria.

This should contain at least the following,

- a. Compliance to Eligibility Criteria (Annexure-D) – All relevant documents like Certificate of Incorporation, Audited Financial Statements, P& L statements, Customer credentials, CMM/ISO Certification letter, all other self-certified letters, as mentioned in the RFP should be submitted along with annexure.
- b. Any other documents deemed necessary.

#### 13.1.6 ENVELOPE - III - Masked Commercial Bid

The Bidder should enclose a copy of the **Masked Commercial Bid (as per the format provided in Annexure -Y)** without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose.

### 13.2 Submission of Indicative Commercial Bid and Reverse Auction:

#### 13.2.1 ENVELOPE- IV- Indicative Commercial Bid

The Bidders should enclose a sealed copy of the **Indicative Commercial Bid (as per the format provided Annexure-Z)** with the prices along with the Technical Bid, duly signed and stamped by the authorized signatory, latest by last date and time of submission of bids.

The Indicative Commercial Bid should contain the Price Information only and to be submitted strictly as per the format provided in Annexure-Z.

- 13.2.2 The Bank will adopt e-Tendering process for conducting reverse auction process for the Commercials of RFP. The vendor for e-Tendering process is M/s Antares Systems Limited

and the portal address for the same is [www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank), wherein the necessary details for e-Tendering process are available.

- 13.2.3 The date and time for opening Indicative Commercial Bids shall be informed separately to technically qualified Bidders.
- 13.2.4 Indicative Commercial Bid of only those Bidders will be opened who qualify in Technical evaluation & subsequently reverse auction will be conducted on the total cost of ownership over the contract period of 5 years. After the completion of reverse auction, the bidders are required to provide the final commercial bids (FCB) with breakup in next two days, matching the reverse auction price for commercial evaluation. The FCB will comprise of the Total cost of Ownership for Bank (TCO).The Bidder shall not add any condition / deviation in the commercial bid. Any such condition / deviation may make the bid liable for disqualification.
- 13.2.5 The prospective Service providers/ Bidders are advised to register with the E-Tendering Portal ([www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank)). The Bidder should also possess valid Class III Digital Signature Certificate which is a Mandatory requirement.
- 13.2.6 In case of any clarification/assistance Bidder may contact the following representatives of M/s Antares Systems Ltd. before the schedule time of Online Reverse auction process.

**Contact Persons**

**Mobile No.**

Mr. Tousik Ghosh

09674758724

Mr. Kushal Bose

07686913157

**E-mail:** [kumarchandan@antaressystems.com](mailto:kumarchandan@antaressystems.com)  
[debrajsaha@antaressystems.com](mailto:debrajsaha@antaressystems.com)  
[kushal.b@antaressystems.com](mailto:kushal.b@antaressystems.com)  
[tousik.g@antaressystems.com](mailto:tousik.g@antaressystems.com)

**14. DEADLINE FOR SUBMISSION OF BIDS**

- 14.1 Bidders must ensure that their Technical Bids along with other essential documents are received by the Purchaser 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 Purchaser, the bids will be received upto the appointed time on the next working day.
- 14.2 The Purchaser 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 Purchasers and Bidders previously subjected to the deadline will thereafter be subject to the deadline as extended.

**15. BID OPENING**

- 15.1 As the technical bid will be evaluated first for technical suitability, the Purchaser will open only the Technical Bids as per the schedule mentioned in the RFP, in presence of the representative of the Bidder. The Indicative Commercial Bids of Only Technically qualified Bidders will be opened at a later date, subsequent to Technical Evaluation. The Bank will notify the date and time of opening of Indicative Commercial Bids and Reverse Auction to the technically qualified Bidders.
- 15.2 Opening will be taken in a register against name, name of the company and with full signature.
- 15.3 Each Bid will be numbered serially, signed and dated by two officers of the Bank except printed literature, brochure and reports.
- 15.4 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. 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.
- 15.5 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.
- 15.6 Bids and modifications, if any, that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.

## **16. PRELIMINARY SCRUTINY**

- 16.1 Allahabad Bank will examine/scrutinize the bids to determine whether the bids are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 16.2 Bids without proper documents showing the tie-up arrangements with the partners involved in the supply of the total solution shall be treated as non-responsive.
- 16.3 Arithmetical errors will be rectified on the following basis. "If there is a discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected."
- 16.4 The Bank, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all Bidders and Allahabad Bank reserves the rights for such waivers.

16.5 Prior to the detailed evaluation, Allahabad Bank will determine the substantial responsiveness of each Bid to the RFP. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the RFP without material deviations. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.6 If a Bid is not substantially responsive, it will be rejected by Allahabad Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **17. CLARIFICATION OF OFFERS:**

In order to facilitate scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Service providers for clarifications on the offer made by them. The request for such clarifications and the Service provider's response shall necessarily be in writing. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project.

#### **18. EVALUATION OF BID:**

##### **18.1. Objective of Evaluation Process**

18.1.1. The evaluation by Allahabad Bank will be undertaken by an Internal Committee formed by the Bank. The bank may consider recommendations made by External Experts/Consultants on the Evaluation. The decision of the committee shall be final.

18.1.2. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. This shall be binding on all Bidders and the Bank's decision in the matter will be final.

18.1.3. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.

18.1.4. Bank may call for any clarifications/additional particulars on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. Allahabad Bank also reserves the right to conduct Reference Site Visits at the Bidder's client sites. Through this Request for Proposal, Bank aims to select a Bidder/ application provider who would undertake the designing and implementation of the required solution. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of services with performance levels set out in this RFP with a Service Level Agreement.

18.1.5. The Bank has adopted a two bid process in which the Bidder has to submit (1) Technical Bid (including *Indicative Commercial Bid and Masked Commercial Bid*) within the time as stipulated in the RFP and (2) Commercial Bid (*as per Reverse Auction*), schedule will be informed to the technically qualified bidders at the later stage. The Bank shall evaluate the Technical Bids (including Eligibility Criteria) initially. Indicative Commercial Bids of Technically qualified bidder will be opened at a later stage which will be advised to all the technically qualified bidders. Subsequently reverse auction will be conducted for the commercials based on the Total Cost of Ownership (for 5 years) .

18.1.6. **Adherence to Terms and Conditions**, The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. The bidder is required to put in a no deviation bid as per Annexure- J. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

## 18.2. Evaluation of technical Bids

The Technical Bids opened will be evaluated by the Bank on the basis of following criteria -

- a) Completeness of the Technical bid (including eligibility criteria) in all respects and availability of all information/details.
- b) Point to point conformity of the goods offered, to the Technical specifications provided in the RFP.

18.2.1. The bidders will be required to give a presentation along with product walkthrough on the proposed solution and it will be a part of technical evaluation as per scoring pattern mentioned in the: **Technical Scoring Chart (Refer 18.2.5)**.

18.2.2. The Indicative Commercial offers (submitted physically) of only those Bidders, who are short-listed after technical evaluation, will be opened & Reverse auction for the commercials will be done based on the TCO cost. The Bidder quoting the lowest TCO cost (L1 Bidder) will be selected by the bidder & Letter of Intent/ Purchase Order will be issued to the successful bidder

18.2.3. After commercial evaluation, the bidders have to submit the commercial offer which should consist of comprehensive Cost for required service within 2 days of completion of online reverse auction.

18.2.4. The Bank reserves the right to change any terms and condition of this RFP. The evaluation by the Bank will be undertaken by an appropriate committee of officials formed by Bank and its decision shall be final.

### 18.2.5. Technical Scoring Chart

The detailed functional specification is in a form of Annexure-U in this RFP, which contains the required functionality features in the second column. Bidders are required to submit their responses against each functionality as follows, in the column "Bidder Response":

S- If the functionality is **Readily Available** in their solution in the Core product.

C - The functionality will be delivered after Customizations part of the project.

Scores or Marks will be awarded as per following Matrix:

<b>Readily Available-S</b>	<b>Customizable- C</b>
4	2

All functionalities should be made available during UAT. Any deviation to this is liable to rejection of the bid. Unreasonable scope limitations (non-customizable) which defeat the purpose of this RFP shall lead to reduction in scores or even possibility of disqualification of the bidder. This will be at the sole discretion of the Bank. The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP:

- a) Bidder's proposal should conform to the contents and format of the technical bid as listed out in the RFP.
- b) Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.

**All the functions mentioned in the said annexure are mandatory and if not readily available with the proposed solution then, it should be customized in the solution within 3 months of Go-Live of project at no additional cost to the bank.** The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include scrutiny of company profile, technical and functional information of proposed software/service solution, and system demonstration of proposed solution. The Bidder may highlight the noteworthy/superior features of their solution. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the Bank, the capability of the solution to support all the required functionalities at their cost in their lab/office/in any other organization where solution is in use. The Bidder should use their own tools/utilities/simulators to demonstrate the features laid in the RFP/evaluation criteria.

The various parameters for technical evaluation and their weightage are given in the table below. At the sole discretion and determination of the Bank, Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

SNO	Particulars	Maximum Marks	Scoring Mechanism
I	Bidder's Competiveness and experience in implementing Proposed solution and Manpower Resources.	10	Refer below.
II	Functional & Technical Requirements / Architectural specifications (As listed out in Annexure -U Technical /Functional Specification Document)	80	The rating / marks obtained in the specification sheet will be converted with 2 decimal places to 80%.

III	Technical Presentation of the proposed solution.	10	Demonstration/presentation of available software on the functional requirements
	Total Technical Marks (T)	100	

Bidder's company standing, competitiveness & experience in implementing PROPOSED Solution and Manpower Resources scoring methodology is as under:

Sl. No.	Evaluation Criteria	Basis of Evaluation	Scoring Methodology	Maximum Score
1.	Standing of the company	Certificate of incorporation	A. 5 Yrs to less than 7 Yrs –10 marks B. 7 Yrs to less than 10 Yrs –20 marks C. 10 Yrs and above- 50 marks	50
2.	Number of Scheduled Commercial Banks having more than 1000 branches in India where the bidder or OEM implemented & maintaining the PROPOSED SOLUTION/ solution.	Client Credential Letter / Completion Certificate stating the status of implementation	A. 1 Bank – 50 marks B. 2 Banks – 100 marks C. More than 2 banks – 150 marks	150
3.	Suitability of key resource & competency	Relevant field experience of Project Manager/Technical Lead (proposed) in implementation of centralized software in the Banking sector (CV and Necessary supporting documents)	A. 5 Yrs to less than 10 Yrs –15 marks B. 10 Yrs to less than 15 Yrs –25 marks C. 15 Yrs or above -50 marks	50

Note: Total marks earned out of 250 will be equivalent proportionate of total 10 marks.

The presentations would be rated by a competent panel chosen appropriately by bank and scores would be assigned to each of the presentations. The agenda for the presentation shall be provided

to the bidders prior to the presentation. The bidders are expected to submit the soft copy of the presentation to the bank prior to the presentation.

This evaluation will be carried out on a total score of 100 on the basis of the above evaluation parameters defined in this section. However, the detailed scoring mechanism is to be carried out as per Technical Bid Evaluation Criteria.

The Bidders scoring a minimum of 80 marks based on the detailed evaluation in Technical Proposal Evaluation would be qualified and short listed for next Phase – Commercial Bid. Also, a minimum of 70% is required in all three sections in above mentioned table to qualify for the next phase. The minimum overall scoring marks (i.e 80) and section-wise marks (i.e 70) may be relaxed up till 70 and 60 respectively, if number of bidders are qualified less than three.

### **18.3. Evaluation of Commercial Bids**

- 18.3.1. The Bidders who qualify both Eligibility Criteria along with Functional and Technical evaluation will be allowed to participate in the reverse auction for finalizing the L1 Bidder
- 18.3.2. The Indicative commercial Bids of the technically qualified bidders (as per the preceding sections of this RFP), will be opened & evaluated by the Purchaser. Subsequently Allahabad Bank shall publish a date for the reverse auction to the technically qualified bidders. The guidelines for the reverse auction are mentioned in Annexure-E2
- 18.3.3. Evaluation of all eligible bidders will be done in Indian Rupees only.
- 18.3.4. The indicative commercial bid may be used for arriving at the ceiling price for the reverse auction. One time implementation cost to be quoted will not exceed the value of Performance Guarantee to be submitted by the L1 bidder. Bids quoting unrealistic prices for any of the solution will be rejected at the discretion of the bank. However Bank at discretion may also decide the starting bid for reverse auction.
- 18.3.5. After the completion of reverse auction, the L1 bidder is required to provide the final commercial bids (FCB) within two days, matching the reverse auction price for commercial evaluation. The FCB will comprise of the Total cost of Ownership for Bank (TCO). The bidder with the lowest commercials will be declared successful L1 bidder and shall be awarded the contract/ purchase order.
- 18.3.6. Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.
- 18.3.7. The Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained. Bank's decision on award of contract shall be final and binding on all Bidders.
- 18.3.8. Successful Bidder should provide with the price break up and detailed commercials within two working days, which should be duly signed and stamped by the authorized signatory of the Bidder.
- 18.3.9. Any variation between online reverse auction price and the signed document will be considered as sabotaging the tender process and will invite disqualification of Bidders to conduct business with Bank as per prevailing guidelines.



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

#### **19. AWARD CRITERIA**

After completing the commercial evaluation process, 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 through e-tendering. If necessary, Purchaser may negotiate with lowest evaluated bidder to bring down the prices to the reasonable level.

#### **20. PERIOD OF VALIDITY OF THE BID**

Bids shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its Bid Security.

#### **21. ADDRESS OF COMMUNICATION**

Offers / bid should be addressed to the Bank at the address given in the RFP.

#### **22. EXERTING UNDUE INFLUENCE**

Bidder shall NOT contact Allahabad BANK on any matter relating to this bid, from the time of the submission of commercial bid to the time the contract is awarded. Any effort by a Bidder to influence Allahabad Bank's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

#### **23. SIGNING OF THE BID**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body Head, the bid shall be signed by the duly authorized officers and supported by internal Head authorizations.

#### **24. COSTS OF PREPARATION & SUBMISSION OF BID**

The Bidder shall bear all costs for the preparation and submission of the bid. THE BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

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

The Bank reserves the right to accept or reject any offer without assigning any reason thereof. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidders. The bank reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, 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 bank's action. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by the bank's notification of rejection of bid.

**26. NO COMMITMENT TO ACCEPT ANY LOWEST OR ANY TENDER**

The Bank will 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. Purchaser will not be obliged to meet and have discussions with any Bidder and/or to listen to any representations.

**SECTION C- GENERAL TERMS AND CONDITIONS OF CONTRACT**

**27. CONTRACT PERIOD**

The contract period for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags will be for a minimum period of **Five Years** from the date of acceptance of the solution with an option of extension period of two (02) Years. Bank shall have the option of terminating the contract during the contract period by giving a 3 month's notice.

**28. COUNTRY OF ORIGIN / ELIGIBILITY OF GOODS & SERVICES**

All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**29. AWARD OF CONTRACT**

**29.1 Notification to Bidder**

The final decision on the vendor will be taken by the Bank. The implementation of the project will commence upon successful negotiation of a contract between the Bank and the successful bidder. Before the expiry of the period of validity of the proposal, the Bank shall notify the successful Bidder in writing by registered letter or by fax or by hand-delivery or by e-mail, that

its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance as per Annexure-E4 within seven (7) days of receipt of letter from the bank and thereafter, enter into agreement / Contract within 30 days of receipt of notification of the acceptance of bid.

## 29.2 **Signing of Contract**

29.3 The notification of the acceptance shall be followed by signing of the Contract. The Bidder should sign the Contract Form (Annexure-g). The signing of Contract will amount to award of contract and Bidder should implement the project as per agreed delivery & timelines.

The signing of contract shall be completed within 30 days of receipt of notification of the acceptance of bid.

## 29.1 **Discharge of Bid Security**

Upon acceptance of the notification of acceptance by the Bidder, the Bank shall promptly request the Bidder to provide Performance Bank guarantee. Bid Security of successful Bidder shall be discharged on the Successful Bidder signing the Contract/Agreement and upon furnishing the Performance Bank Guarantee. The Bid Security of unsuccessful bidders shall be discharged and returned by the bank on completion of the bidding process.

## 30. **PAYMENT**

### 30.1 **Payment Terms**

- a) Payment shall be made in Indian Rupees. The bidder should submit its invoices to the Bank within ten days after delivery of RFID tag at locations as per order placed by Bank.
- b) Bank intends to place an order for 50000 (Nos) of RFID tags initially. Bank may increase and decrease the quantity to purchase the tags from subsequent years upto quantity illustrated in the bill the bill of material.
- c) The Bank reserves the right at the time of award of contract to increase or decrease the quantity of RFID Tags, change in location where RFID Tags are to be supplied from what was originally specified while floating the RFP without any change in unit price, other charges or any other terms and conditions.
- d) Bank would make the payment within 15 days after the receipt of the invoices. If there is any kind of penalties levied on the Vendor(s), the payment settlement would be net of the total penalties. Payments will not be released for any part-shipment or short-shipments.
- e) Selected Bidder will have to submit the documents at the Bank's office along with request letter for payment.
- f) Terms of Payment will be as under:
  - i. No advance payment will be made.
  - ii. All taxes to be paid will be subject to GST applicability. TDS will be applicable.
  - iii. If the GST paid by the Bank is not uploaded on tax authority's GST portal within a stipulated period, then the same will be deducted from the subsequent payments to the selected service provider.

iv. The Bank shall make payments to the selected vendor in accordance with the final commercial proposal.

### **30.2 Paying Authority**

The payments as per the Payment Schedule covered herein above shall be paid by Information Technology and, Head Office. However, Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running/post-delivery inspection and service report from the user department/concerned offices where the purchased RFID Tags and software have been delivered and implemented. Also the Bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

Proposed solution and related software etc should be maintained with back to back 24\*7 supports from the respective OEMs by the Bidder till the end of contract period. All payments will be released after only after submission of proof for the same along with invoices, request for payment and other related documents.

### **31. WARRANTY & ANNUAL MAINTENANCE CONTRACT**

Bidder has to provide necessary AMC/ATS support for a period of 5 years from date of go-live of the solution which may be extended further for a period of 2 years.

Comprehensive warranty for all the RFID Tag including free replacement of RFID Tag as and when necessary will be 36 months from date of delivery. The warranty would be comprehensive in nature and vendor(s) will warrant all the RFID Tags against defects arising out of faulty design or wrong personalization of Tag i.e. incorrect or inadequate data is personalized in Tag etc. for a period of three years from the date of delivery of the RFID Tag.

### **32. EXPENSES FOR THE CONTRACT**

The incidental expenses for execution of Agreement / Contract shall be borne by the successful Bidder.

### **33. 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.

### **34. PRICES**

Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in taxes, duties, levies, charges, etc.

The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

#### **34.1 Change Orders.**

- 1) The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
  - a. Place of delivery;
  - b. Quantities to be supplied subject to 15-20% above or below the originally declared quantities
  - c. The Bank may, at any time, by a written order given to the successful Bidder, make changes within the general scope of the Contract in Technical and functional specifications. However, no Change Request (CR) will be considered for any changes/amendments in the software or in any reports/statements, requested by the Bank within 6 months from the date of Go-Live of PROPOSED Solution. It shall be obligatory on the part of the vendor to comply with revised requirements of the Bank and arrange to deliver them within reasonable items at no additional cost to the Bank.
  - d. Modifications /changes in PROPOSED SOLUTION setup including all interfaces with respect to RBI/Regulatory/ Audit requirements must be carried out by the Bidder with no additional cost to the Bank during the contract period.

#### **35. PRICE DISCUSSION**

It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted. The Bank also reserves the right to enter into price discussions with the OEMs of applications and other components and the Vendor.

#### **36. NOTICES**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post, then on expiry of seven days from the date of posting.

#### **37. SUCCESSFUL BIDDER'S INTERGRITY**

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

#### **38. SUCCESSFUL BIDDER'S OBLIGATIONS**

- 38.1 The successful bidder is obliged to work closely with the bank's staff, act within its own authority and abide by the directives issued by the Purchaser and implementation activities.
- 38.2 The bidder is responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanours on their part or on the part of the Sub Contractors.
- 38.3 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 Purchaser.

**39. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 39.1 The Bidder shall not, without the bank's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, Pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance.
- 39.2 The Bidder shall not, without the bank's prior written consent, make use or make copies etc. of any document or information except for purposes of performing the Contract.
- 39.3 Any document, other than the Contract itself shall remain the property of the bank and shall be returned (in all copies) to the bank on completion of the Bidders' performance under the Contract, if so required by the bank.

**40. PATENT RIGHT:**

- 40.1 The Bidder shall indemnify the Bank 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 and abroad.
- 40.2 In the event of any claim asserted by the 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 Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claims, if it is made, without delay.

**41. TERMINATION FOR DEFAULT:**

- The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default of 30 days sent to the Supplier, terminate the Contract in whole or in part:
- a. If the Bidder 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 Bank or
  - b. If the Bidder breaches any of its obligations set forth in RFP/ Contract.

- c. If the Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d. At the discretion of the bank with prior notice.
- e. In the event the Bank terminates the Contract in whole or in part, the Bank 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 Bank 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.

#### **42. CONTRACT TERMINATION/CANCELLATION:**

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

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days within the contract period.
- d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the performance security as liquidated damages for the delay.
- e. If deductions on account of Liquidated Damages and / or Service Level Penalties reaches 20% of the total contract price.
- f. In case the selected Bidder fails to deliver the quantity/quality as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, The Bank reserves the right to get the balance contract (remaining work) executed by another party of its choice by giving three months' notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which The Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.

#### **43. CONSEQUENCES OF TERMINATION**

- 43.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise. The Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to

minimize loss resulting from that termination/breach, and further allow and assist any other person / organization as may be selected by the Bank to take over the obligations in relation to the execution / continued execution of the scope of the Contract.

- 43.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank, the Bidder herein shall be obliged to provide all such assistance to any person / organization as may be required and as the Bank may specify including training, where the successor(s) is a representative / personnel of the Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term / earlier termination hereof.
- 43.3 Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise.
- 43.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 43.5 Bidder shall hand over existing PROPOSED SOLUTION data along with the archival system to the Bank/ Bank's appointed SI as per required format at no additional cost to the Bank.

#### **44. FORCE MAJEURE**

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

#### **45. 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:

- 45.1 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by THE BANK;



- 45.2 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;
- 45.3 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.

#### **46. EXECUTION OF NON-DISCLOSURE AGREEMENT**

The successful Bidder should execute Non-disclosure Agreement (NDA) as per Annexure-K within one month from the date of acceptance of Letter of Appointment.

#### **47. DISPUTE RESOLUTION MECHANISM**

- 47.1 The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - b. The matter will be referred for negotiation between Authorized Official of the Bank and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- 47.2 In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- 47.3 The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- 47.4 The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

#### **48 JURISDICTION**

Arbitration proceedings shall be held in Kolkata, India.

#### **49 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.

#### **50 END OF SALES / END OF SUPPORT**

The Vendor has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the Vendor reaches end of support, within the period of contract, the Vendor has to replace the equipment at no additional cost to the Bank. The equipment should not be marked End-of-Life during next 12 months.

#### **51 CANCELLATION OF TENDER PROCESS**

Allahabad Bank reserves the right to accept any of the offers or reject in part or full any or all offers, without assigning any reason thereof. Any decision of Allahabad Bank in this regard shall be final, conclusive and binding upon the Bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, 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 Bank's action. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

#### **52 PUBLICITY**

Any publicity by the Bidder in which the name of The Bank is to be used should be done only with the explicit written permission of The Bank. The Bidder shall not make or allow making a public

announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

### **53 CORRUPT OR FRAUDULENT PRACTICES:**

- 53.1 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;
- a. "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
  - b. "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.
- 53.2 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.
- 53.3 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.

### **54 ARBITRATION**

All disputes and differences of any kind whatever arising out of or in connection with this agreement shall be referred to arbitration by sole arbitrator. The sole arbitrator shall be appointed by mutual consent of both the parties; in case of disagreement, then the arbitration shall be conducted by panel of three arbitrators, one to be nominated by each party and the two appointed arbitrators shall upon consensus appoint a preceding arbitrator, before commencing the arbitration proceedings. Decision of the arbitrator or the panel shall be final. Such arbitration is to be governed by the provision of the Indian Arbitration Act, 1996, and its rules, as amended from time to time.

## **SECTION D - SPECIAL CONDITIONS OF CONTRACT**

### **55 INSPECTION AND QUALITY CONTROL TESTS**

The Bank reserves the right to carry out inspection by a team of Bank officials, of any of the existing live installations of the successful Bidder referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in Bank/Bidder's office.

## **56 ACCEPTANCE TESTS**

The selected Bidder in presence of The Bank's authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware, system software, communication equipment etc. For Application software, on successful completion of installation, commissioning, acceptability test, receipt of deliverables etc., and after the solution runs successfully after going live and Bank is satisfied with the working on the system, the acceptance certificate (as mutually decided and approved by the Bank) signed by the successful Bidder and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

No additional charges shall be payable by the Bank for carrying out these acceptance tests.

## **57 MANUALS / DOCUMENTATION**

- 57.1 Before the products / systems are taken over by the Bank, the Supplier shall supply technical / systems Manuals for all the Systems supplied and for all required interfaces. Operation and maintenance Manuals for all the systems and applications covering the operations needed to start, run, other operations, transfer to fall back system / site including business continuity plan to be provided by the vendor. User manuals for shall be provided by the vendor. The manuals shall be in English.
- 57.2 Unless and otherwise agreed the products and equipment shall not be considered to be complete for the purpose of taking over until such manuals have been supplied to the Bank.
- 57.3 The Supplier shall provide one set of Design Manual, System Manual, User manual and Security Manual for all the supplied products. The Supplier shall also provide one soft copy of each of the manuals. Soft and hard Copy Manuals shall be commensurate with number of installations of Products in the Bank.
- 57.4 Documentation should be comprehensive & include:
- Product literature
  - Operating manuals
  - General Specifications
  - Operator Reference manuals for each operator task
  - Messages manuals
  - Documentation on troubleshooting
  -

## **58 INSURANCE**

The products are to be insured from "Warehouse to final destination" on "All Risks" basis.

Should any loss or damage occur, the Vendor shall:

- a) Initiate and pursue claim till settlement and
- b) Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

## **59 ROAD PERMITS**

In case of delivery of RFID Tags to States where Road Permit is required for transportation of goods, it is the responsibility of Vendors or their agents to provide the same making all the arrangements required in advance. However, Bank will provide any letter, if required, by the Vendors for carrying out the task.

## **60 TAXES AND DUTIES**

- 60.1 The Bidder will be entirely responsible to pay all taxes including GST, corporate tax and income tax, duties, license fees, octroi, road permits etc. in connection with delivery of goods at site including incidental services and commissioning.
- 60.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, the Purchaser 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 Purchaser 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.
- 60.3 GST, Octroi / Entry Tax / equivalent local authority cess, applicable 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. In case of any discrepancies found in filing of the tax returns to respective tax authorities, due to which Bank is unable to get the CENVAT credit, the Bank shall deduct the discrepant tax amount from the subsequent payments.

## **61 INDEMNITY**

- 61.1 The Bidder hereby indemnifies Bank, and shall always keep indemnified and hold Bank, its employees, personnel, officers, directors, representatives (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against Bank as a result of:
- Bank's authorized/ bonafide use of the Deliverables and/ or the Services provided by Bidder under this RFP;
  - and/ or an act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations (including delivery of equipment and performance of service) of the Bidder under this RFP;
  - and/ or claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against Bank;
  - and/ or breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP;
  - and/ or any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;
  - and/ or breach of confidentiality obligations of the Bidder contained in this RFP;

- and / or willful negligence or gross misconduct solely attributable to the Bidder or its employees or sub-contractors.
- Non-compliance of the Bidder with Laws/ Governmental Requirements
- IP infringement under any laws including Copyrights Act 1957 and IT Amendment Act 2008
- Loss of data due to any of the reasons mentioned above

61.2 The Bidder shall at its own cost and expenses defend or settle any such claim against Bank, provided Bank notifies the Bidder in writing. The Bank shall cooperate with the Bidder in the defence and settlement of the claims.

61.3 It will be the Bidder's responsibility to rapidly do away with such third-party claims. The Bidder will also pay any compensation arising from the infringement claims and the Bank will in no manner be responsible for such payments. In addition, the Bidder will bear all the related expenses and legal fees.

61.4 On its part, the Bank will promptly relay to the Bidder any such claims and offer assistance within reasonable limits to rid the claim.

61.5 The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties. Similar conditions apply to software as well. Software offered must be licensed and original.

61.6 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities

## **62 BIDDER'S LIABILITY**

62.1 Bidder aggregate liability in connection with the obligations undertaken as a part of RFP regardless of the form or nature of the action giving rise to such liability ( whether in contract or otherwise), shall be at actual and limited to the value of the total Contract. This limit shall not apply to third party claims for

- IP infringement indemnity.
- Bodily injury (including death) and damage to real property and tangible personal property caused by bidder's gross negligence.

62.2 Bidders liability in case of claims against the Bank resulting from misconduct/fraud or gross negligence of bidders, its employees and sub-contractors or from infringement of patents, trademarks, copy rights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

62.3 Bidder will declare and undertake that the Bank shall not be held liable for and shall stand absolved of any responsibility or claim/litigation arising out of the use of any third party equipments/software supplied by bidder as a part of the RFP.

### **63 MINIMUM WAGES**

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. Bidder should submit confirmation for Government Rules relating to Minimum wages as per Annexure-T.

### **64 SERVICE LEVEL AGREEMENT**

- 64.1 The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the acceptance of the LOI/Purchase Order.
- 64.2 The Vendor(s) warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements / instructions issued by NPCI, NHAI / Bank in design and / or features. The Vendor(s) further warrants that all the Products supplied under this Contract shall have no defect, arising from design or wrong personalization of Tag i.e. incorrect or inadequate data is personalized in Tag or from any act of omission of the Vendor(s) that may develop under normal use of the supplied products in the conditions prevailing in India.
- 64.3 The Vendor(s) under the Contract is required to provide different RFID Tags based on the Vehicle Class as defined by NHAI / NPCI having distinct colour code as decided by Bank / NPCI.
- 64.4 Vendor(s) will be solely responsible for secured movement of RFID TAGs to destine for or designated location as advised by Bank after the tag personalization and should ensure to have adequate risk management controls.
- 64.5 In the event of loss in transit of any consignment(s) or any part there of, the Vendor(s) would be liable to make good the loss (Monetary, Reputational etc.) and will be liable to attract the penalty as decided by the Bank from time to time. Bank may also decide to cancel the contract with the Vendor(s) in such events. Comprehensive warranty for all the RFID Tag including free replacement of RFID Tag as and when necessary will be 36 months from date of delivery.
- 64.6 The warranty would be comprehensive in nature and vendor(s) will warrant all the RFID Tags against defects arising out of faulty design or wrong personalization of Tag i.e. incorrect or inadequate data is personalized in Tag etc. for a period of three years from the date of delivery of the RFID Tag. The Vendor(S) shall replace worn out or defective RFID Tag at his own cost including the cost of transport.
- 64.7 The Vendor(s) shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor(s), these guarantees are not attained in whole or in part the Vendor(s) shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- 64.8 During the term of the contract, the Vendor(s) will strictly ensure that requirement of RFID Tag is delivered securely and completely to destined for or designate location as advise by the Bank as per delivery schedule and for this purpose will provide the following:

- a) Vendor(s) will maintain sufficient inventory of RFID Tag for all the six classes of toll-able vehicles.
- b) In the event of inability of Vendor to comply with the procurement order due to technical reasons it will be responsibility of Vendor to inform Bank well within time to enable the Bank to divert the requirement and procure the RFID Tag.
- c) In the event of above failure a penalty of one (1) percent of the total consideration for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor.
- d) The Vendor(s) is requirement to replace defective or otherwise not usable tags within one 1 week from the date of intimation received.
- e) Any penalty due during the Contract period will be adjusted against the invoice amount of the next invoice raised.

**64.9 Future additions of Hardware / Software:**

The Bank would have the right to expand the capacity / enhance the features of supplied RFID Tag.

**Uptime**

Service Providers should maintain round-the-clock connectivity of the issuing host network and related things etc. for ETC services, users of RFID tag, NPCI etc. with an up-time of 99.99% of their Host systems. The Uptime is equal to total contracted hours in a month less Downtime. The Downtime is the time between the time of report by the Bank and time of restoration of service within the contracted hours. 'Restoration is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a month will be treated as 30 days. If the bidder fails to maintain guaranteed uptime on monthly basis, Bank shall impose penalty. If the uptime is below **96 %** for the consecutive month, the Bank shall have full right to terminate the contract under this RFP.

$$\% \text{ of uptime} = \frac{[\text{Total Minutes (24X7 basis) in Month} - \text{Total Downtime in Minutes (24X7 basis) in Month}] \times 100}{[\text{Total Minutes (24X7 basis) in month}]}$$

**65 PENALTY**

Bank will have right to recover any opportunity loss or monetary loss incurred by the Bank due to malfunction of software/application faults/ system failure / negligence of bidder etc. The penalty may be recovered from project cost/ATS cost/BG as per discretion of the Bank.

Sl. No	Description of Work	Turn Around time (TAT)/Service Level	Penalty



1	Project Execution/ implementation	Project implementation time: 8 Weeks:	0.5% of the contract value for delay in project implementation/execution per week
			Maximum penalty applicable 10% of the Contract Value.
2	Uptime requirement	<b>99.90% monthly basis</b>	The Penalty deductions for downtime of the application will be as under.  99% to 99.89% Rs.50,000/-
			98% to 98.99% Rs.1 Lakh
			97% to 97.99% Rs.1.5 Lakhs
			96% to 96.99% Rs.2 Lakhs (The penalty will be calculated on monthly basis), if the uptime falls below 96% for consecutive month , the contract may be terminated may be terminated.  The planned/scheduled maintenance activities / DR Drill activities downtime with prior approval from Bank will not be considered for Penalty deductions.
3	The service provider is responsible for the debit adjustment raised by the acquirer	As per applicable TAT defined by NPCI from time to time	10 times of debit adjustment amount per instance.

#### 66 LIQUIDATED DAMAGE :

Notwithstanding The Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages would be subject to a maximum of 10% of the total ordered value. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder.

If the LD amount reaches the maximum specified by the Bank (10% or as the case may be), it will be sufficient reason to terminate the contract and invoke the Bank guarantee.

#### **Delay due to Reasons Attributable to Bank**

If the item being delivered but could not be installed for reasons attributable to the Bank, the same should be recorded and submitted to PO issuing office.

If the vendor could not provide certificate of delay for installation due to site not ready, General Manager will be the competent authority for waiver of LD in such cases.

#### **67 CONFLICT OF INTEREST**

The Bidder shall disclose to The Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **68 OWNERSHIP AND RETENTION OF DOCUMENTS**

- 68.1 The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract.
- 68.2 Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.
- 68.3 The selected Bidder shall not, without the prior written consent of The Bank, store, copy, distribute or retain any such Documents.
- 68.4 The selected Bidder shall preserve all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of the Bank/Purchaser in this regard.

#### **69 COMPLIANCE WITH LAWS:**

Compliance with all applicable laws: The Vendor 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.

#### **70 COMPLIANCE IN OBTAINING APPROVALS/PERMISSIONS/LICENSES:**

The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes during the duration of the Contract or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and their employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands or liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court or appropriate authority awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The procurement and maintenance of Licenses etc required for the entire setup is the sole responsibility of Bidder. All the licenses procured should be in the name of Allahabad bank & should be perpetual licenses. The bidder should consider licenses for providing on-premises customized enterprise-wide perpetual Licenses for unrestricted use across the organization, irrespective of locations or number of users.

**71 INTEGRITY PACT**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Vendors / observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. Further, all bidders need to submit an “Integrity Pact” (duly sealed & signed) as per Annexure-X of the RFP, on non judicial stamp paper of appropriate value in its technical bid. As per the above pact, an Independent External Monitor (IEM) shall be nominated by the Bank.

The name, address and contact details of IEMs nominated for the Bank is as under:

<p>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</p>	<p>Dr. Bhushan Chander Gupta, IAS (Retd.)          116, New Moti Bagh, New Delhi – 110023          Landline : 011-24105366          Email Id: bcgupta2000@yahoo.com</p>
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Bidders 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.

**72 GRIEVANCES REDRESSAL OF RFP:**

Any aggrieved vendor / bidder with respect to the RFP & its process can make complaint in writing to the Independent External Monitors (IEMs) of the Bank. The IEM/s will decide upon the complaint / grievance of the bidder and its Decision shall be binding on the Bank as well as on bidder.

**73 DISCLAIMER:**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

**74 TECHNOLOGICAL ADVANCEMENTS:**

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

**(TENDER OFFER FORWARDING LETTER)**

(Letter to the bank on the bidder's letterhead)

(Letter of Authorization to submit RFP)

To,

The Assistant General Manager-DIT

Allahabad Bank

Department of Information Technology,

Head Office,

14 , India Exchange Road Kolkata 700001

Dear Sir,

Subject: Our bid for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags to Allahabad Bank.

RFP ref no: HO/DIT/NETC/2019-20/137 dated 01.06.2019

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed. We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

We understand that the Bank is not bound to accept the RFP either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever. We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- Bidder means the bidder who is decided and declared so after examination of commercial bids.
- We enclose Demand Draft/Bank Guarantee for HO/DIT/NETC/2019-20/137 dated 01.06.2019 favouring Allahabad Bank and payable at Kolkata, towards bid security, details of the same is as under:

No.:

Date:

Name of Issuing Bank:

Dated at                    \_this                    day of                    2019

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP,

Yours faithfully,            Date:

For

Signature

Name

Authorized Signatories

(Name & Designation, seal of the firm)

Note: The bidder shall necessary provide a copy of Power of Attorney or Board resolution authoring the signatory for signing the Bid on behalf of the Bidder in its Technical Bid.

**Annexure-B**

**(BID Form)**

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

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**Date:** .....

To,

Allahabad Bank,  
Head Office,  
Department of Information Technology & ,  
14 , India Exchange Road Kolkata 700001

Having examined the RFP (Ref. No. RFP HO/DIT/NETC/2019-20/137 dated 01.06.2019 ) for **Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags** including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags in conformity with the said RFP and in accordance with the Schedule of Prices indicated in the Commercial Offer and made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods/Services in accordance with the delivery schedule specified in the RFP.

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

Until a formal contract is prepared and executed, this bid, together with the bank's written acceptance thereof and bank's notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contact, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We agree that the Bank will have Single Point of

Contact with us, at the address stated below, for the entire goods and services to be delivered by us in case our bid is accepted. Address of Bidder for Single Point of Contact:

.....  
.....

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

Place:

Date:

Seal &Signature

Authorized Signatory

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



**(ANNEXURE – C)**

**BIDDER'S INFORMATION AND PROFILE**

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

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**Date:** .....

<b>Sl. No</b>	<b>Particulars</b>	<b>Details</b>
1	Bidder's Name	
2	Constitution and year of establishment	
3	Registered Office  Corporate office Address	
4	Telephone No FAX No E-mail Address Website	
5	Name and designations of the persons authorized to make commitments to the Bank:  Telephone, Fax, E-mail	
6	Name & Addresses of Directors/Promoters	
7	Description of business, service profile & client profile :	
8	Gross annual turnover of the bidder (Amt. in lakh): - Year 2015-16 - Year 2016-17 - Year 2017-18	

9	Profit after tax of the bidder (Amt. in lakh) : - Year 2015-16 - Year 2016-17 - Year 2017-18	
10	Domestic Customer Base (Number and address of Public/Private Sector Scheduled commercial Bank) where Call Centre operation has been implemented and is currently running successfully along with their brief description of scope of work and other details  Copy of related purchase orders to be enclosed for evidence.	

#### DECLARATION

We hereby declare that the information submitted above is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

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

Place:

Date:

SIGN & SEAL (Authorized Signatory)

**Annexure-D**

**(Documents for Eligibility Criteria)**

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

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**Date:** .....

<b>Sl. No</b>	<b>Eligibility Criteria</b>	<b>Documentary Evidence to be submitted to the Bank</b>
1	The bidder should not have been black listed/debarred in the past by any of Government Authority or Public Sector Undertaking (PSUs).	Bidder need to Submit the declaration to this effect, as per Annexure-N of RFP Document.
2	The bidder must be a Public/Private Limited Company registered in India under the Companies Act, 1956 and should have been in operation for at least 3 years as on 31.12.2018.	Copy of Certificate of Incorporation issued by the Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
3	The Bidder should be a profit making company and should have earned Net profit in at least one out of three preceding Financial Years (2016-17,2017-18,2018-19) Or Bidder should have maintained a positive net worth in each of the last three financial years.	A certificate to this effect as per Annexure-V duly signed by Chartered Accountant and authorized signatory (of the bidder) must be provided.  Copy of the audited balance sheets for the last 3 financial years ( <b>2016-17,2017-18, 2018-19</b> ) of the company showing profit/loss/Net worth of the company should be submitted. In case financial statements have not been audited & published for the year 2018-19, unaudited/ provisional ones can be submitted along-with a declaration that audited statements will be submitted once they are available.

4	The bidder should have a minimum annual turnover of Rs 5 crores during last three financial years( i.e 2015-16, 2016-17 and 2017-18 ).	A certificate to this effect as per Annexure-V duly signed by Chartered Accountant and authorized signatory (of the bidder) must be provided. Further Copies of audited balance sheets and Profit & Loss statements for the last three financial years (i.e. audited statements for 2015-16, 2016-17 and 2017-18) should be submitted along with the offer
5	The Bidder should own the intellectual property rights of the NETC product or should have rights from the owner , If not, the Bidder should have in place proper tie-ups, commercial agreements, authorized implementation partnership for deployment/ resale/ customization of software with the product OSD whose software products are offered.	Self-Declaration from the Bidder and an authorization letter from manufacturer (OEM) to this effect should be furnished giving mandate to participate in this RFP. Self- declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.
6.	The bidder should be the Original Equipment Manufacturer (OEM) or certified / authorized agent of the solution offered.	Letter from the OEM authorizing the bidder to participate in the RFP or agreement with the solution provider with reference to the solution offered should be submitted along with the bid in format (Annexure-L) of RFP document. In case OEM is directly participating self declaration has to be provided.
7.	The bidder should have supplied the proposed or immediate previous version of Application Software to at least one Scheduled Commercial Bank (of at least 1000-branches)/PSU/Financial Institution/Govt. Departments in the last last three years as on 31.12.2018. Projects which qualify are any one of the following: 1. Issuer & Acquirer Solution 2. Issuer Solution	Documentary proof ie. Copy of the order or certificate of completion of the work from the concerned institution for having implemented the solution or is currently in use is to be submitted.  Customer credential to be submitted.
8.	The NETC solution offered should be in compliance with all listed guidelines issued by RBI, NPCI and IHMCL/NHAI/BANK etc. from time to	A self-declaration to this effect is to be submitted by the OEM on company's letter head.

	time.	
9.	Bidder/OEM should not be owned or controlled by any Director or Employee (or relatives) of Allahabad Bank.	Self-Declaration by Bidder/OEM on the company's letter head is to be submitted.
10.	Provision of changes in future as per NHAI/NPCI requirements	Undertaking that all additional features as per NHAI/NPCI requirements will be made available and implemented for Bank.

**Annexure-E**

**(Letter of Authorization for attending RFP/Tender Opening)**

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

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**Date:** .....

(To reach Assistant General Manager –DIT before date of RFP opening)

To,

Allahabad Bank,  
Head Office,  
Department of Information Technology & ,  
14 , India Exchange Road Kolkata 700001

**Subject: Authorization for attending tender opening on (Date) in the RFP for Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags**

Following persons are hereby authorized to attend the RFP process mentioned above on behalf of (Bidder) in order of preference given below.

1. Name:

Signature:

2. Alternative Representative

Signature of bidder or Officer authorized to sign the RFP Document

On behalf of the bidder

Note:

1. Maximum Two representatives will be permitted to attend RFP opening. Alternative representative will be permitted when regular representative is not able to attend.
2. Permission for entry to the hall where RFPs are opened may be refused in case authorization as prescribed above is not received.

**Annexure-F**

**(Bid Security Form)**

To,

The Assistant General Manager-DIT

Allahabad Bank

Department of Information Technology,

Head Office,

14 , India Exchange Road Kolkata 700001

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

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

WHEREAS \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) \_\_\_\_\_ in response to Allahabad Banks Request for Proposal (RFP) No. RFP: HO/DIT/NETC/2019-20/137 dated 01.06.2019 (hereinafter called "the Bid").

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

successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are:

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

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

Notwithstanding any other term contained herein this guarantee shall be valid only up to \_\_\_\_\_ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_.

Place:

Date:

Seal & Signature

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

**ANNEXURE-G**

**CONTRACT FORM**

*Non-Judicial Stamp Paper of appropriate value*

**CONTRACT NUMBER:**

THIS AGREEMENT is made at Kolkata this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ Between ALLAHABAD BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertaking) Act, 1970 and having its Head Office at 2, Netaji Subhas Road, Kolkata – 700 001 hereinafter referred to as “ 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 Bidder), a company incorporated under the provisions of Companies Act, 1956 and having its registered office at \_\_\_\_\_, India herein after referred to as “Supplier/Bidder/Service

Provider/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 organizations for **Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags (also called as “goods and services”)** for a period of Five(5) years, which may be extended for 2 more years at the behest of the Bank and the vendor has agreed to provide & maintain the said \_\_\_\_\_ and Bank has accepted the bid by the bidder, received in response to request for proposal (RFP) bearing RFP Ref. HO/DIT/NETC/2019-20/137 dated 01.06.2019 at a total cost of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_) for 5 years (hereinafter referred as “the contract price”). This cost is inclusive of all the Goods/Premises/Services/AMC/ATS etc as per the scope of the RFP for 5 Years.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:



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

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

- The RFP ref No. HO/DIT/NETC/2019-20/137 dated 01.06.2019 and subsequent addendums dated \_\_\_\_\_ etc., for **Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags**, The Technical and commercials bids submitted by the bidder and subsequent amendments, if any, made into it as accepted by the bank.
- Bid Form (*Annexure-B to the RFP*)
- The Service Level Agreement SLA
  
- Additional terms or documents, if any.
- The Bank's Notification of Award of the contract and vendor's acceptance letter.

In consideration of the payments to be made by the Bank to the bidder, the vendor hereby covenants with the Bank to provide the goods and services as per the RFP Ref. No. HO/DIT/NETC/2019-20/137 dated 01.06.2019 to remedy defects therein, if any, in conformity in all respects with the provisions of the contract.

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

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

This agreement will be valid for a total period of five years from the date of acceptance of the solution.

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

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

Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For Vendor) in presence of \_\_\_\_\_

Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For the Bank) in presence of \_\_\_\_\_

**Annexure-H**

**COMPLIANCE STATEMENT**

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

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019      **Date:** .....

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

To \_\_\_\_\_ Date: -----

To:

The Assistant General Manager-DIT  
Allahabad Bank  
Department of Information Technology,  
Head Office,  
14 , India Exchange Road Kolkata 700001

**DECLARATION**

- 1) We ..... (Name of the company) hereby confirm having Submitted our bid for participating in Bank's RFP Ref.No. HO/DIT/NETC/2019-20/137 dated 01.06.2019 for.....for Allahabad Bank .

- 2) We confirm having read and understood the terms and conditions of the RFP as well as the Procedures relating to the process.
- 3) We hereby undertake and agree to abide by all the terms and conditions stipulated by the Allahabad Bank in the RFP document including all annexes and the Procedure for Reverse Auction.
- 4) We shall participate in the on-line auction conducted by M/s. Antares System Ltd (auction service provider retained by the Bank) and submit our commercial bid. In doing so, we shall abide by the procedures prescribed for online auction by the auction company.
- 5) We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD and shall be liable for any other consequential action that may be taken by the Bank including any debarment from participation in future procurement by the Bank.
- 6) We confirm having nominated our representative (Shri /Smt /Ms..... designated as.....of our company to participate in the Reverse auction on behalf of the company. We undertake that the company shall be bound by the actions made by him during the Reverse Auction process and thereafter.
- 7) We undertake to submit the confirmation of last bid price by us to the Auction Company/Bank within 24 working hours of the completion of event and any other specific requirement indicated in the RFP.

Signature with company seal Name:-

Company /Organization:-

Designation within Company / Organization:-

Address of Company /Organization:-

Date:-

Name of Authorized Representative:-

Designation of Authorized Representative:-

Signature of Authorized Representative:

**PERFORMANCE SECURITY FORM**

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

Bank Guarantee No.

Date:

To:

The Assistant General Manager-DIT  
Allahabad Bank  
Department of Information Technology,  
Head Office,  
14 , India Exchange Road Kolkata 700001

WHEREAS \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) and undertaken for the \_\_\_\_\_ (hereinafter called "goods and services") in response to Allahabad Bank's Request for Proposal ( RFP ) Ref. No HO/DIT/NETC/2019-20/137 dated 01.06.2019 KNOW ALL PEOPLE by these presents that, WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (name of country) having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK (hereinafter called "the Purchaser") 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\_\_\_\_ .

AND WHEREAS we have agreed to give the Bidder a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder, up to a total of Rs. \_\_\_\_\_ (Amount of guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. \_\_\_\_\_ (Amount of guarantee.) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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.

**No Deviation Undertaking**  
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER )

To:  
The Assistant General Manager-DIT  
Allahabad Bank  
Department of Information Technology,  
Head Office,  
14 , India Exchange Road Kolkata 700001

Dear Sir,

Sub: RFP no.: HO/DIT/NETC/2019-20/137 dated 01.06.2019 for **Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags** in Allahabad Bank.

This is to confirm that we have submitted a no deviation bid and unconditionally accept all requirements, payment terms, SLAs and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by Allahabad Bank pertaining for **Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags**.

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

Place:

Date:

Seal and signature of the bidder

**ANNEXURE-K**

**Non-Disclosure Agreement**

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**Date:** .....

(ON APPROPRIATE NON-JUDICIAL STAMP PAPER )

**THIS AGREEMENT** made and entered into at .....on this the.....day of.....20... Between **ALLAHABAD BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at having its Head Office at 2, Netaji Subhas Road, Kolkata – 700 001, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

**AND**

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

**WHEREAS**

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

M/s ..... has been engaged in the business of setting up & maintaining call centre infrastructure & service for Allahabad bank in compete outsourced model.

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

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

### **1. Confidential information**

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

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

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

### **2. Use of Confidential Information**

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

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

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

### **3. Exemptions**

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



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

#### **4. Term**

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

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

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

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

**11. Dispute Resolution Mechanism**

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

**12. Jurisdiction**

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

**13. Governing Laws**

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

**14. Authority to Execute the Contract**

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

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

**SIGNED:  
For and on behalf of**

**BANK .....**

**M/s .....**

**Annexure-L**

**(Manufacturers' / Producers' / Authorization Form)**

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**Date:** .....

Note: This letter of authority should be on the letterhead of all the original equipment manufacturers and should be signed by a person competent and having the power of attorney to bind the manufacturer.

No.

Date:

To:

The Assistant General Manager-DIT

Allahabad Bank

Department of Information Technology,

Head Office,

2, Netaji Subhas Road, Kolkata

Dear Sir,

Ref: \_\_\_\_\_

RFP Ref no: HO/DIT/NETC/2019-20/137 dated 01.06.2019

We who are established and reputable manufacturers/producers of having factories / development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_(Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

a) Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and

b) In the event of termination of production of such Products:

i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Authorized Signatory)

(Designation) (Name of Producers)

**Pre-Bid Query Format**

RFP Ref. No. - HO/DIT/NETC/2019-20/137 dated 01.06.2019

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

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

**SELF DECLARATION – BLACKLISTING/DEFAULTER**

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

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**Date:** .....

To

The Assistant General Manager (IT)  
Allahabad Bank  
Department of Information Technology,  
Head Office,  
14 , India Exchange Road Kolkata 700001,  
Kolkata-700001 (West Bengal), INDIA

Dear Sir,

**Sub: Self Declaration – Blacklisting/defaulter**

*RFP Ref:* HO/DIT/NETC/2019-20/137 dated 01.06.2019

We hereby certify that, we have not been blacklisted/debarred by any Government Dept./ PSU / Banks for non-implementation / non delivery of the order / not providing support or any other reason currently.

We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

**(Reference Site Details)**

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**Date:** .....

The reference sites submitted must be necessarily of those banks where the proposed vendor/OEM's product has been awarded the contract prior to 31st March, 2017. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids at Allahabad Bank. Please provide reference details in the format defined below:

<b>Particulars</b>	<b>Response</b>
Name of the Bank/ Financial Institution	
Country of Operation	
Address of the Organization	
Annual Turnover of the Organization for the Financial Year 2015- 2016, 2016- 2017,2017-2018	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Number of concurrent users and the geographical spread of the implementation	
Average Team size for the entire project	
Name of the contact person for reference	

**LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION**

**Tender Reference No.:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**Date:** .....

(TO BE SUBMITTED BY ALL VENDORS PARTICIPATING IN REVERSE AUCTION ON THEIR  
LETTER HEAD)

To

The Assistant General Manager (IT)

Allahabad Bank

Department of Information Technology,

Head Office, Kolkata

**Sub: LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION**

RFP Ref. No. – HO/DIT/NETC/2019-20/137 dated 01.06.2019

1. We \_\_\_\_\_ (name of the company) have submitted our bid for participating in Bank's above referred RFP for **Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags** for Allahabad bank in complete outsourced model.
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction Process.
4. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.



5. We, hereby confirm that we will honor the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which Bank shall forfeit our EMD (Bid security). We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

6. Further we agree to provide the detailed breakup of the commercial, as per the Banks requirement, latest by next day 05:00PM, post completion of reverse auction process.

Signature of Competent Authority with company seal

Name of Competent Authority

Company / Organization

Designation within Company / Organization

Date

Name of Authorized Representative

Designation of Authorized Representative

Signature of Authorized Representative

Verified above signature

Signature of Competent Authority

Date

**DETAILS OF OFFICES/BRANCHES/SERVICE SUPPORT CENTRES**

RFP Ref No: HO/DIT/NETC/2019-20/137 dated 01.06.2019

**We have service support at the following locations across India.**

Sl. No.	Location	Complete Address	Name of Contact Persons along with Phone No, Fax No, and E-mail Address	Service facilities available	No. of engineers/ staff
1					
2					
3					
4					
5					

Date:

Signature with seal:

Name and Designation:

**ESCALATION MATRIX**

**SUB: Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags in Allahabad Bank.**

**Ref : HO/DIT/NETC/2019-20/137 dated 01.06.2019**

**Name of the Company:**

**Delivery Related Issues:**

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email Address
a.		First Level Contact					
b.		Second level contact (If response not received in 24 Hours)					
c.		Regional/Zonal Head (If response not recd in 48 Hours)					
d.		Country Head (If response not recd in One week)					
e.		Order to be placed on					

**Service Related Issues:**

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email Address
f.		First Level Contact					
g.		Second level contact (If response not received in 4 Hours)					
h.		Regional/Zonal Head (If response not recd in 24 Hours)					
i.		Country Head (If response not recd in 48 Hours)					

**Any change in designation, substitution will be informed by us immediately.**

Date

Signature with seal :

Name and designation :

**UNDERTAKING OF AUTHENTICITY of NETC solution on OPEX Model**

**SUB: RFP for Selection of Vendor for Implementation of National Electronic Toll Collection (NETC) For Issuer on OPEX Model in Allahabad Bank**

**Ref :** HO/DIT/NETC/2019-20/137 dated 01.06.2019

With reference to the components / parts / assembly / software's being quoted to you vide our Quotation No:\_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the RFID TAGS to be supplied 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 shall be supplied or shall be used. We also undertake to produce certificate from the Original RFID TAG Manufacturers (if required by you) in support of the above statement at the time of delivery / installation .

In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the RFID TAG supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

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

We confirm that the software is free from bugs, malware, covert channels in code etc. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 201

Date

Signature with seal :

Name and designation :

**CONFORMITY/UNDERTAKING LETTER**

**Ref : HO/DIT/NETC/2019-20/137 dated 01.06.2019**

(A letter on this Performa is to be given by the Bidders participating in the RFP, on their official letter head)

To,  
The Assistant General Manager Manager (IT)  
Allahabad Bank  
Department of Information Technology,  
Head Office,  
14 , India Exchange Road Kolkata 700001

Dear Sir,

**RFP for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags in Allahabad Bank**  
**vide RFP Ref. No. : HO/DIT/NETC/2019-20/137 dated 01.06.2019**

With reference to our bid dated \_\_\_\_\_, in response to the Request for Proposal and subsequent clarifications (Bank's tender RFP Ref. No. : HO/DIT/NETC/2019-20/137 dated 01.06.2019 hereinafter referred to as "RFP") issued by Allahabad Bank ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums (if any) and other documents including the changes made to the original tender documents issued by the Bank. We understand that the Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us. We confirm having read and understood the terms and conditions of the RFP & addendums (if any) as well as the Procedures relating to the Bidding process. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Allahabad Bank in the RFP & addendum documents including all annexes and the Procedure for Bidding Your bank is not bound to accept the lowest or any bid received by you, and you may reject all or any bid. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute as a binding contract between us. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract. Your bank may accept or entrust the entire work to one bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

**Document Correctness:**

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

Further, we certify that we have not made any modifications in the original copy of RFP (and addendums, if any) which is duly signed, stamped and submitted as a part of the Technical Bid.

**Legal:**

We hereby certify that no inquiries or investigations have been threatened, commenced or pending against us or any other member of the consortium by any statutory or regulatory or investigative agencies or lending institutions.

**Not Blacklisted:**

As on date of submission of tender, we are not/have not been blacklisted by the Central Government / any of the State Governments in India or any Financial Institution in India in the last three years. Also, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.'

**No Deviation:**

We have submitted a no deviation bid and unconditionally accept all requirements, payment terms, SLAs and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by Allahabad Bank pertaining to Fastag solution **on OPEX Model** . Any assumption or exclusion submitted by us in the proposal which is contradictory to the RFP stands null and void.

**Know Your Employee (KYE)**

We confirm that all the resources (both on-site and off-site) deployed/to be deployed on Bank's project for the captioned RFP have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages ,claim penalties expenses, legal liability because of non compliance of KYE and of misconduct of the employee deployed by us to the Bank We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for captioned RFP.

**Minimum Wages**

We confirm that the employees engaged/to be engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non- compliance to the above criteria. We further authorize the Bank to deduct from the amount

payable to the Company under the contract or any other contract of the Company with the Bank if Labour Commissioner imposes a penalty towards non-compliance to the “Minimum Wages / Salary stipulated by government in the Act by your company.

Place:

Date:

Yours faithfully,

Seal and Authorised Signatory

Name & Designation:

Bidder's Corporate Name

**Technical-Functional Specifications for Compliance by the Bidders for NETC Solution Issuer on OPEX Model**

<b>Sl. No.</b>	<b>Techno-Functional Specification</b>	<b>Bidders Response ( S/C Only *)</b>
1.	Selected bidder should possess relevant infrastructure for issuance of the NETC Tags	
2	The application software to have the provision of providing the top-up (for prepaid link account) facility through Mobile/Internet Banking/ATM/Credit cards.	
3.	The solution should offer a wallet facility to the vehicle owners for top up recharge.	
4.	The selected bidder to have inventory management of NETC tags.	
5.	The selected bidder's application to be capable for integration with NETC system of NPCI.	
6.	Registration of tag holder to NETC mapper.	
7.	To manage the various exception list defined in the NETC mapper.	
8.	Application software should process online transactions request received from NETC system.	
9.	To reimburse the acquirer for NETC payment transactions.	
10.	To securely transmit to any other parties (tag vendor) the necessary cryptographic keys needed for the correct operation of the system.	
11.	To assist/settle the disputes raised by tag holder	
12.	Necessary fraud monitoring to be in place for verification of the transaction data.	
13	Marketing (if required) & issuance of RFID Tags. (The selected bidder to be equipped with relevant infrastructure & organized team for issuance & marketing of RFID Tags supplied by Bank/Tag Manufacturer)	
14	Product Management:	



	(a) Parameterization & Product customization as per requirements from time to time	
15	Easy On-boarding process (a) Customer category wise on-boarding & Single/bulk uploading of customer details facility	
16	Discounts (a) Discount categories and types & Auto discount calculation and notification as per the toll plazas, customer category, etc.	
17	Toll plaza pass schemes supported (a) Plaza wise schemes availability and updation & Type of exemptions i.e. customer type, local	
20	Top up and payments (a) Type(s) of top up channels, Accuracy, Channels which are available offline & online	
21	RFID Tag holder portal (a) User interface of the app, Availability on mobile, web, app, etc.  Uninterrupted 24*7 availability on different OS, Complaint management and resolution through portal.	
22	Security (a) Type of validations (first factor, second factor etc.)/Password management/History management	
23	Notifications (a) SMS/E-Mail/Both/Any other	
24	Chargeback Processing for Dispute Management & Reconciliation of Transaction	
25	To host issuer framework/solution in the bidder's premises with 100% DR replica.	
26	Marketing and Issuance of RFID Tag	
27	Presentation and or Site Visit	
28	Notifications 1. SMS 2. E-Mail 3. Both	

29	RFID tag holder portal 1. User Interface of the app 2. Availability on mobile, web, app etc. 3. uninterrupted 24x7 availability on different OS 4. Complaint Management and resolution through portal.	
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Please note that bidders have to fill S,C only based on the features being mentioned available in their offered solution.

Scale	Description
<b>S</b>	<b>Standard: Required features readily available and to be provided by the bidder. The proposed solution offered should have at least 75% of the requirement as readily available.</b>
<b>C</b>	<b>Customization Required: The bidder will provide the customisation within the time schedule of the Implementation of the solution at no extra cost to the Bank.</b>
Marks will be allotted against the responses to each of the point mentioned as per the following marking pattern	
Points	Description
<b>4</b>	<b>S- Standard Feature</b>
<b>2</b>	<b>C-Customization Required</b>

The RFID Tags should comply with the following specifications:

a)General

Sl. No.	Parameter	Particular
1	Power	Tags are Passive
2	Frequency of Operation	UHF 860 MHZ to 960 MHZ as per EPC Gen 2 standards
3	Data Transfer Rate	At least 512 kbps under ideal conditions & 64 to 512 kbps under field conditions
4	Protocol	EPC Gen 2, ISO 18000-6C
5	Physical printing of the Tag ID on the Tag	The Tag ID shall be physically printed on the Tag using the Hexadecimal numbering system and shall be adequately clear for easy visual recognition
6	Operating Temperature	-20°C to 80°C ambient

7	Storage Temperature	-40°C to 100°C
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(b) Affixing of the RFID TAG

Sl. No.	Parameter	Particular
1	Location	The RFID Tag shall be affixed at a fixed location on the inside of the Windshield of the vehicle.
2	Affixing mechanism	The RFID Tag shall have a self-adhesive backing with which it can be fixed to inside of the windshield. The adhesive shall be such that <ul style="list-style-type: none"> <li>• It allows reliable and accurate reading of the Tag by the Transceiver located at a specified distance.</li> </ul>

(c) Memory:

Sl. No.	Parameter	Particular
1	Tag Memory (Minimum)	Unique Tag ID- 64 bits, EPC Memory 240 bits

**Tag Personalisation Procedure:**

- The tag manufacturer should follow process of personalisation as per the guidelines issued by NPCI in this regard.
- The service provider is required to provide different type of RFID TAGs based on the Vehicle Class as defined by NHAI / NPCI having distinct colour code as decided by Bank / NPCI.
- Tag ID (Transducer ID) should be unique and come from the chip manufacturer.

**Signing of static data:**

- The tag manufacturer signs Tag ID and TID using an issuer private key to produce the Signed Static Tag Data.

**BIDDER TURNOVER & PROFITS**

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

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 /(Loss) (INR)	Net Worth (INR)
1	2015-2016			
2	2016-2017			
3	2017-2018			
	Only Bidder company / Firm figures need to be mentioned.  <i>(Not to include subsidiary, affiliate or group entities figures)</i>			

Also, copies of Audited Balance Sheet and Profit & Loss accounts for the years 2015-16, 2016-17 and 2017-18 should be submitted along with this Annexure.

Certified By:  
(Chartered Accountant)

Seal & Signature of authorized signatory  
(For Bidder)

Place:

Date:

INTEGRITY PACT

Ref : HO/DIT/NETC/2019-20/137 dated 01.06.2019

**(To be stamped as per the Stamp Law of the Respective State)**

Integrity Pact Between **ALLAHABAD BANK** hereinafter referred to as **"The Principal"**

And ..... hereinafter referred to as **"The Bidder / Contractor"**

**Preamble**

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

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

**Section 1 - Commitment of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles>

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitment of the Bidder(s)/ Contractor(s)**

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6- 7).

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

#### **Section 4 - Compensation for Damages**

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **Section 6 - Equal treatment of all Bidders | Contractors | Subcontractors**

(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 Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions..

#### **Section 7 - Criminal charges against violating Bidder(s) | Contractor(s) | Subcontractor(s)**

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

#### **Section 8 - Independent External Monitor**

(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 Bidders/Contractors as confidential. He/ she reports to the Chairman, Allahabad Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, ALLAHABAD BANK and 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 - 9 - Earnest Money/Security Deposit**

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

(i) Bank Draft or a Pay Order in favour of the .....,

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the UCIL, Government of India, represented on behalf of the President of India, on demand within



three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.

(iii) Any other mode or through any other instrument, as stated in RFP.

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

In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same with assigning any reason for imposing sanction for violation of this pact.

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

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

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

Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

To cancel all or any other Contracts with the Bidder.

To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

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

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

### **Section 12 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the

contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

**Section 13 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. Shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**MASKED COMMERCIAL BID FORMAT**

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

**RFP Ref No:** HO/DIT/NETC/2019-20/137 dated 01.06.2019

**(To be included in Technical Bid)**

Masked Bill of Material without price information for **Selection of Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags in Allahabad Bank** should be submitted in the format mentioned in a separate file named **Annexure-E1: BILL OF MATERIAL.**

Bidder has also needs to submit Technical Bill of Material as per Annexure-U, along with technical bid documents.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

.....  
Signature  
Signatory

Seal and signature of Authorised

.....  
(Name & Designation)

**SCHEDULE OF PRICES (INDICATIVE COMMERCIAL BID FORMAT)**

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

**(To be included in Technical Bid)**

**RFP Ref No: HO HO/DIT/NETC/2019-20/137** dated 01.06.2019

Indicative Commercial Bill of Material with price information for **Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags in Allahabad Bank** is mentioned in Annexure-E1 : **BILL OF MATERIAL**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

.....

Signature  
Signatory

Seal and signature of Authorised

.....

(Name & Designation)

**(Bill of Material)****(to be submitted on Company letter head)**

Ref : HO/DIT/NETC/2019-20/137 dated 01.06.2019

Sr. No	Description	QTY	Unit Price	Prices(in Rs.)
1.	Per Transaction charge of issuer portion in %. It should not be more than 50% of the commission amount. Please quote the rate of commission for estimated 3,75,00,000 transactions in 5 years and Rs. 60 as per transaction cost . (A)	For evaluation purpose- a. No. of customer=125000 approx.* b. No. of transaction per customer (in 5 years)=300 approx c. Ticket size =Rs.60 approx. d. Commission amount=1.5% =125000*300*60*0.015 X=3,37,50,000/-	% of the commission amount (p) to be shared. (Maximum 0.75% of the transaction amount. i.e. 50% of commission amount)	X*p%
			P%	
2.	RFID tag cost including secured delivery of the RFID tag at the locations advised by the Bank from time to time. (B)	2,50,000* Considering 50,000 tags per year for 5 years	Per tag cost	
3.	One time implementation cost and Project management fee for end to end NETC issuer module management system. (C)			
	Total Cost(A+B+C)			

\*The given number for transaction volume and quantity of the RFID tag are not binding on Bank. It is only for evaluation purpose. The payment will be made on actual basis. All prices as per bifurcation

specified are mandatory to be quoted else bid is liable to be rejected. The final commercial line item wise price will be as per the factor of respective line item price to the total cost of indicative price bid.

**Total Price in words:**

(Rs.

SIGNATURE

(Name & Designation, seal of the firm)

**Price Composition and Total Cost of Ownership (TCO):**

1. TCO must be quoted in Words and Figures.
2. In case of any discrepancy, unit prices quoted in words will be considered for computation of TCO.
3. The prices should be inclusive of all taxes,levies,duties except GST. Bank will not evaluate and consider any terms and conditions mentioned in the commercial bid. Bank reserve the right to disqualify the bidder if any deviation is mentioned in the commercial bid.
4. Bank will deduct applicable TDS, if any as per the law of the land.
5. The Purchase Order may be placed in part or full by the Bank. The quantity or number of RFID tag/fastag to be purchased is only indicative. Maximum quantity of the RFID tag/fastag to be purchased will limited upto the quantity of RFID tag/fastag illustrated in **Bill of Material** Annexure-E1. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity. The Bank, however, reserves the right to procure extra quantity 10% to 15% during the contract period.

**BUSINESS RULES FOR REVERSE AUCTION**

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

Online reverse auction are carried out under the framework of a set of rules. Following are a set of rules/ terms and conditions for Online Reverse Auction process.

**1. APPLICABILITY:**

Reverse Auctions are carried out under the framework of rules that are called Business Rules. All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format, as per Annexure-E2. Any vendor not willing to submit such undertaking shall be disqualified for further participation respecting the RFP Process.

**2. ELIGIBILITY:**

Only vendors who are technically qualified (Eligibility, Functional and Technical requirements) in terms of the RFP and who have submitted the prescribed undertaking to the Bank can participate in Reverse Auction relevant to the procurement/services for which RFP is floated.

Bidders not submitting the prescribed undertaking or submitting the same with deviations/ amendments thereto will be disqualified from further evaluation / participation in the process of relative procurement.

Bidders should ensure that they have valid digital certificate well in advance to participate in reverse auction. Bank will not be responsible in case Bidder is not able to participate in reverse auction due to non availability of Digital Certificate.

**3. COMPLIANCE/CONFIRMATION FROM VENDORS**

The vendors participating in Reverse Auction shall submit the following duly signed & signed by the Competent Authority:

Acceptance of Business Rules for Reverse Auction and undertaking (Annexure-E2).

Agreement between service provider and vendor, if deemed necessary by the Bank. (This format will be given by the service provider prior to announcement of Reverse Auction.)

Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure-E.

**4. TRAINING:**

4.1 The Bank will facilitate mock reverse auction /training for participation in Reverse Auction either on its own or through the e-Tendering vendor to familiarize for the Reverse Auction.

4.2 Any vendor/bidder not participating in training or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

**5. DATE & TIME FOR TRAINING/MOCK REVERSE AUCTION:**



The date, time etc. for Mock Reverse Auction/ training in Reverse Auction shall be advised at the appropriate time.

The Bank shall Endeavour to fix such Date/Time at mutual convenience to the vendor/s, service provider and the Bank.

No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

#### **6. DATE/TIME OF REVERSE AUCTION:**

The date and time of commencement of Reverse Auction as also duration of 'Reverse Auction Time' shall be communicated at least 2 working days prior to such auction date.

Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating vendors the 'postponement' prior to commencement of such 'Reverse Auction'.

#### **7. CONDUCT OF REVERSE AUCTION:**

The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empanelled by the Bank.

#### **8. TRANSPARENCY IN BIDS:**

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

#### **9. MASKING OF NAMES:**

Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.

After completion of Reverse Auction, the auctioneer will reveal the original names of the bidders & L1 bidder and its price quoted..

#### **10. START PRICE & DECREMENTAL BID VALUE:**

Bank shall determine the start price either on its own or through asking for information of price band on TCO from each vendor at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by vendors, Bank would determine the start price for reverse auction. However bank at its discretion may fix the start price & decrement bid value at its own.

#### **11. REVERSE AUCTION PROCESS:**

In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

**12. EXPENDITURE ON REVERSE AUCTION:**

All expenses of training or mock auction or reverse auction shall be borne by bidder at their own cost.

**13. CHANGES IN BUSINESS RULES:**

Any change in Business Rules as may become emergent and based on the experience gained shall be made only by Bank.

Any / all changes made in Business Rules shall be uploaded communicated to bidder prior to.

If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

**14. DON'TS APPLICABLE TO THE BIDDER/VENDOR:**

No vendor shall involve himself or any of his representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.

Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, network failure, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

**15. GRIEVANCES REDRESSAL:**

Any aggrieved vendor / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

The Chief Compliance Officer along with the Chief Law Officer of the Bank and Chief of Audit Dept. of the bank shall give personal hearing to the aggrieved bidder / vendor and decide upon the complaint / grievance

Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all vendors participating in the Reverse Auction.

**16. ERRORS AND OMISSIONS:**

On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

**17. Web Portal and Access**

Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.

Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.

Bidders will be participating in Reverse Auction event from their own office/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.

In the event of failure of their internet connectivity (due to any reason what so ever it may be) the service provider or Bank is not responsible.

In order toward-off such contingent situation,

Bidders are advised to make all the necessary arrangements/ alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.

However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction.

On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.

Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.

For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.

Bank nor service provider/auctioneer is not responsible for consequential damages such as no power supply, no internet connectivity, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

**(UNDERTAKING FOR MSME BENEFITS)**

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

To:  
The Assistant General Manager (IT)  
Allahabad Bank  
Department of Information Technology,  
Head Office,  
14 , India Exchange Road Kolkata 700001

SUB: MSME Benefits for RFP Ref. No. – HO/DIT/NETC/2019-20/137 dated 01.06.2019

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. HO/DIT/NETC/2019-20/137 dated 01.06.2019 floated for **Selection of Vendor for the Implementation of National Electronic Toll Collection (NETC) solution for issuer on OPEX model and supply of RFID Tags** in Allahabad Bank. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

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

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

Yours Sincerely

For M/s \_\_\_\_\_

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

**NOTIFICATION OF ACCEPTANCE**

(This letter should be on the letterhead of the Bidder and should be signed by an authorized person.)

To,  
The Assistant General Manager (IT)  
Allahabad Bank  
Department of Information Technology,  
Head Office,  
14 , India Exchange Road Kolkata 700001

Date:

Dear Sir/ Madam,

Subject: Response to RFP Ref No: HO/DIT/NETC/2019-20/137 dated 01.06.2019

REF: Your Letter No: - \_\_\_\_\_ Date \_\_\_\_\_.

This has reference to your letter on the subject, notifying us about the selection of our bid. We hereby convey our absolute, unconditional and unqualified acceptance for the work and activities as per the Scope of Work mentioned in the subject RFP & its addendums.

Signature of Authorised Person (Seal)