

**REQUEST FOR PROPOSAL**

**FOR**

**Selection of SMS Aggregator for incoming and outgoing messages (SMSs)  
to and from Allahabad Bank CBS system and other related applications**



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

RFP Ref No:

**HO/DIT/SMS/2018-19/123 dated 07.02.2019**

## TABLE OF CONTENTS

<b>Section No</b>	<b>SUBJECT</b>	<b>Page No</b>
I.	INVITATION FOR BID (IFB)	2
II.	INSTRUCTION TO BIDDERS AND VENDOR SELECTION (ITB)	5
III.	BID FORMATS, PRICE SCHEDULE & OTHER ANNEXURES	32

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

1. ALLAHABAD BANK intends for the Selection of SMS Aggregator (here after as Service Providers) for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications like Mobile Banking, ATM, Internet Banking, SMS Banking, SMS alerts, UPI , BHIM etc. and any other application/interfaces which may be introduced later by the Bank. The project will cover Customization, Integration for sending and receiving messages generated through above applications as per requirement/specifications, terms and conditions mentioned in this RFP.
2. The Aggregator's system is to be integrated with Allahabad Bank's Mobile Banking, CBS System, ATM Switch and other related systems at Data center (Navi Mumbai currently), Disaster Recovery site (Lucknow currently) and any other centers/locations which Bank may wish to integrate.
3. Interested Bidders may obtain further information from Allahabad Bank, Information Technology and Digital Banking Department, Head Office, 2, N.S. Road, Kolkata-1.
4. A complete set of RFP for the above purpose can be downloaded from the Bank's official website [www.allahabadbank.in](http://www.allahabadbank.in).
5. A complete set of Request for Proposal (RFP) can also be obtained from the following address during office hours on all working days either in person or by post on submission of a written application along with a non-refundable fee of Rs.10000/- (Rupees Ten Thousand only) in the form of Demand Draft or Banker's Cheque in favor of **Allahabad Bank, payable at Kolkata**.

**Department of Information and Technology**

**Head Office**

**Allahabad Bank**

**2, N.S. Road**

**Kolkata-700001**

**Phone No. +91-33 - 2231 9235**

**Email - [hodit.ib@allahabadbank.in](mailto:hodit.ib@allahabadbank.in)**

6. The bidder who has downloaded the RFP from website, is required to submit a non-refundable fee of Rs. 10000/- (Rupees Ten Thousand only) in the form of DD or Banker's Cheque in favor of **Allahabad Bank, payable at Kolkata** at the time of submission of bid, failing, which the bid of the

concerned bidder will not be entertained.

7. The RFP details are as follows:

RFP reference No.	<b>HO/DIT/SMS/2018-19/ 123 dated 07.02.2019</b>
Price of RFP	Rs 10,000/-
Courier Charges	Rs 250/- (If applicable)
Date and time of commencement of sale of RFP	07.02.2019 12:00 Hrs IST
Date and time for Pre-Bid Meeting	14.02.2019 12:00 Hrs IST
Last date and time for sale of RFP	04.03.2019 13:00 Hrs IST
Last date and time for submission of Bid	04.03.2019 15:30 Hrs IST
Place of Submission of Bid	Allahabad Bank Department of Information Technology Head Office, 2, N.S. Road Kolkata- 700001 Phone No. +91-33 - 2231 9235 Email - <a href="mailto:hodit.ib@allahabadbank.in">hodit.ib@allahabadbank.in</a>
Date and time of opening of Technical Bids	04.03.2019 16:00 Hrs IST
Date of opening / downloading of Commercial Bids	will be advised later
Place of opening of Bids	Same as Place of Submission of Bids
Bid Security / EMD	Rs. 20,00,000/-
Address for communication	As above

Note: Bank reserves the right to change the dates mentioned in this document, which will be communicated to the bidders through Bank's website.

8. All bids must be accompanied by a bid security as specified in the RFP and must be delivered at the above address on or before specified date and time indicated above.
  
9. The Bank will adopt Online Commercial Bid process i.e. E-Tendering – Reverse Auction process.  
The indicative Commercial Bids of the technically qualified bidders would be opened by Bank at a specified date which will be informed to technically qualified bidders. The quotes contained therein are not for commercial evaluation to determine L1 bidder. The lowest quote obtained through indicative commercial bids may be fixed as start price for the subsequent reverse auction to be carried out. However Bank may decide to fix the start price lower than the lowest indicative quote at its discretion.
  
10. No further discussion/interface will be entertained to bidders whose bids have been technically disqualified.
  
11. Non-attendance at the Bid opening will not be a cause for disqualification of a bidder.
  
12. Allahabad Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Allahabad Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process

**Chief Manager-IT**

# ALLAHABAD BANK

## SECTION II INSTRUCTION TO BIDDERS AND VENDER SELECTION

### I N D E X

SL NO	SUBJECT	PAGE NO
1	INTRODUCTION	6
2	ELIGIBILITY CRITERIA	6
3	BID PROCESS	6
4	TECHNICAL SPECIFICATIONS	10
5	BID VALIDITY	16
6	BID SECURITY	16
7	COST OF BIDDING	17
8	NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER	17
9	PRE BID MEETING	17
10	SUBMISSION OF BID	17
11	DEAD LINE FOR SUBMISSION OF BID	18
12	EVALUATION OF BID	18
13	EMPANELLMENT OF VENDORS	22
14	PERFORMANCE SECURITY	22
15	TERMINATION OF CONTRACT OR REVOCATION OF PO	23
16	SIGNING OF CONTRACT	24
17	PAYMENT TERMS	24
18	FORCE MAJEURE	25
19	TAXES AND DUTIES	25
20	CONFIDENTIALITY AND NON- DISCLOSURE OF AGREEMENT	26
21	TECHNICAL INSPECTION AND PERFORMANCE EVALUATION	26
22	ORDER CANCELLATION	26
23	INDEMNITY	27
24	INTEGRITY PACT	28
25	DISPUTE RESOLUTION	28
26	SCHEDULE OF REQUIREMENT	29
27	ACCEPTANCE AND TESTING	30
28	GRIEVANCES REDRESSAL OF RFP	31

## **1. Introduction**

- 1.1 Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called “The Purchaser/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, to the service providers for customization, integration, implementation, and maintenance of SMS Gateway solution as per specifications, terms and conditions in this RFP.
- 1.2 This tender is meant for the exclusive purpose of bidding as per the terms & conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- 1.3 The RFP for all intents and purposes is final. However Bank reserves the right to bring about any changes in requirements/scope and the same will be communicated to the bidders well in advance so as to allow the bidders sufficient time to prepare their proposal.
- 1.4 Bank is using applications from different application vendors. Few applications of the Bank require Virtual Mobile Number (VMN) for sending SMS from user end application to the back end applications of the bank. The bidder has to provide required number of VMNs.
- 1.5 All necessary testing with the presently live application has to be done by the bidder to ensure smooth migration of services without any interruption to the services.

## **2. Eligibility Criteria:**

- 2.1 Bidders should furnish the eligibility criteria details in Annexure-IV and should submit supporting documents for all the above qualification criteria.

## **3. BID Process:**

- 3.1 The Bank would adopt the E-Tendering process for the submission of Commercial Bid, whereas the technical Bid has to be submitted in physical form. Bidder has to submit Technical &

Indicative Commercial Bid, in physical form however for the actual Commercial Bid, Bank would do the reverse auction through e-Tendering process.

- 3.2 The Bidders shall submit the sealed original Technical Bid and Sealed Copy Technical Bid separately. The Bidder shall also submit the Sealed Original Indicative commercial bid and Sealed Copy Indicative commercial bid along with the technical bid which will be opened after technical evaluation process and only of technically qualified bidders. If above bids are found not properly sealed in respective inner envelopes, the bid is liable for rejection

The two Outer envelopes for each Pack marked as "ORIGINAL TECHNICAL BID" and "COPY TECHNICAL BID" shall be duly marked as "DO NOT OPEN BEFORE\_\_\_\_\_".

- ii) The Outer envelopes (Sealed) for pack of indicative commercial bid should be marked as "ORIGINAL INDICATIVE COMMERCIAL BID" and "COPY INDICATIVE BID".
- iii) In addition to the above marking, each envelope must be super-scribed with the following information –
  - RFP Reference Number : **Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019**
  - **RFP for** "\_\_\_\_\_"
  - Name and Address of Bidder

This will enable the Purchaser to return the bid unopened, in case it is declared unacceptable for any reason whatsoever.

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

The Deputy General Manager (IT&DB)  
Allahabad Bank  
  
Dept. of Information Technology & Digital Banking  
Head Office, 2<sup>nd</sup> Floor  
  
2, Netaji Subhas Road  
  
Kolkata- 700 001, INDIA

- v) If the outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- vi) If envelope earmarked as "Original Technical Bid" is found to contain "copy technical



bid”, then that bid will be summarily rejected.

vii) The Original RFP & its addendums (if any) needs to be signed and stamped by the Bidder and has to be submitted along with the Bid security on or before the last date & time of submission of technical bid, mentioned above.

- Technical Bid – Part I: Separate sealed cover with superscriptions as “Technical Bid– for Selection of SMS Aggregator for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications”. Both hard copy and soft copy should be provided in single cover.
- Indicative Commercial Bid – Part II: Separate sealed cover with superscriptions as “Indicative Commercial Bid – for Selection of SMS Aggregator for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications.
- Any bid document not conforming to any one of the above terms will be rejected.
- Bidders, who have not paid the cost of the RFP, will not be permitted to participate in the bid.

3.3 The tender not submitted in the prescribed format or incomplete in detail is liable for rejection. Allahabad Bank is not responsible for non receipt of quotation within the specified date and time due to any reason including postal delays or Holidays.

3.4 The Technical Bid should be prepared in an organized, structured and neat manner.

3.5 Brochures/leaflets etc. should be submitted in Technical Bid as a bound document and not in a loose form.

3.6 All the pages of the Technical bid should be serially numbered indicating beginning and ending page on each and every page.

3.7 Bids should be submitted in two parts-1) technical bid and 2) commercial bid.

3.8 Bidder has to submit Technical & Indicative Commercial Bid, in physical form however for the actual Commercial Bid, Bank would do the reverse auction through e-Tendering process

**3.8 (TECHNICAL BID):**

3.8.1 The Technical Bid shall comprise of the following documents:

Sl. No.	Item
1	Credential letters from the Organisations (in support of compliance of Eligibility Criteria/Technical Bid section) and Bidders’ undertakings along with

	documentary evidences (in support of compliance of Eligibility Criteria/Technical Bid section) as required as per the terms of this RFP.
2	Audited copy of Balance Sheets and Profit/Loss Statements for the financial years 2013-14, 2014-15 2015-16, 2016-17 and 2017-18. are to be submitted) along with certificate from the Chartered Accountant. If the audit of 2017-18 is not yet completed, then the provisional balance sheet for the year 2017-18 should be submitted duly signed by Chartered Accountant & CEO/CFO of the bidding company.
3	Certificate of Incorporation/ Partnership deed, Certificate of Commencement of Business issued by the Registrar of Companies, the Memorandum and Articles of Association.
4	The specified RFP price (in the form of DD/BC), if not submitted earlier.
5	Bidder's Profile (Annexure-I)
6	Bid Form (Annexure-II)
7	No Deviation Undertaking (Annexure-VII)
8	Support Office Details
9	The original bid security (in the form of Bank Guarantee as per format Annexure-III).
10	Masked Price Schedule (without Price Details as per format Annexure-VI)
11	The original/downloaded RFP (and addendums if any) duly signed and stamped by the authorised signatory of the bidder.
12	Detailed Technical Bid (Annexure-V)
13	Supporting documents for Technical Parameters as per Annexure-V.

### 3.8.2 The Technical Bid must not contain any price information

### 3.9 Commercial BID:

#### Price Composition

- a. The indicative commercial bid should be quoted in the indicative commercial bid form attached to this bid (Annexure-XXI).
- b. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

The prices should be inclusive of all costs to be charged. Only Taxes levied by Government will be paid in addition to the Cost .

Any upward / downward change in Government taxes or Introduction of new tax by Government only will be to the account of Bank.

- c. Octroi / Road tax, if any will be paid extra as per the actual on production of original receipt.

#### **Reverse Auction**

- a) The Bank will adopt Online Commercial Bid process i.e. E-Tendering – Reverse Auction process.

The indicative Commercial Bids of the technically qualified bidders would be opened by Bank at a specified dated which will be informed to technically qualified bidders. The quotes contained therein are not for commercial evaluation to determine L1 bidder. The lowest quote obtained through indicative commercial bids may be fixed as start price for the subsequent reverse auction to be carried out. However Bank may decide to fix the start price lower than the lowest indicative quote at its discretion.

- b) The Bidder should be willing to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank. Eligible Bidders will be guided by Bank's authorized service provider for this purpose. Bidders should also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorized service provider. The details of e- business rules, processes and procedures is detailed in Annexure–XII (Reverse Auction Process).
- c) Commercial evaluation of bids to identify L1 bidder would be done based on the quotes obtained through reverse auction - e- tendering and not using indicative commercial bids.
- d) The technically qualified bidders would be informed in advance regarding the schedule for opening of Indicative Commercial Bid
- e) The bidder should possess valid Class III Digital Signature Certificate (Mandatory).  
**(Commercial Bids will not be recorded without Digital Signature Certificate)**
- f) If deemed necessary the Bank may ask for the hard copy of the uploaded documents also

#### **4. Technical specification:**

- 4.1 The bidder should have its own SMS Gateway infrastructures like Servers, Communication links, Software/Applications etc for messaging related activity.
- 4.2 The bidder needs to provide the SMPP and/or HTTPS-API with/ without XML support to the Bank with multiple accounts for sending messages. This should be the primary channel for communication.
- 4.3 The bidder should have tie up/ arrangements with multiple service providers for outbound

messages. The bidder should deliver messages to the subscribers of all service providers like BSNL, JIO, Vodafone, Airtel, Idea etc., directly to that mobile service provider and for the subscribers of other mobile service providers through any one of the above service providers. The Bidder should have arrangements to deliver SMS on international Number also.

- 4.4 The bidder should have the facility of online filtering of the DND numbers.
- 4.5 The SMS services should be scalable to meet the requirements of the Bank for the next 3 years from the date of placing the Purchase Order.
  1. Should have the ability to provide a multilingual two way messaging solution across India. This will provide the widest reach of mobile banking.
  2. The SMS messages should be encrypted at the sender end and decrypted at the receiver end. The solution should support 168 bit to 256 bit encryption. The solution should take care of the security gap by addressing the inherent limitations of message security. The solution should be secured and should take care of the following security vulnerability that is SMS spoofing, SMS Viruses, SMS Phishing, DOS Attacks and spamming, including Man in the middle attack
- 4.6 The bidder will be required to create the necessary setup at their end to carry out the tests. BANK server(s), if required, will connect to the bidder's server(s) and carry out the functionality tests on live environment.
- 4.7 The bidder should be able to comply with latest regulations/guidelines issued by TRAI. Also the bidder should be able to comply with all future changes effected by TRAI or any other statutory body. It is the responsibility of the Bidder to change/upgrade/customize the infrastructure from time to time for ensuring the compliance to statutory, RBI, TRAI and IBA guidelines at no extra cost to the Banks Bidder during the contract period.
- 4.8 The bidder's solution should be able to send long messages (SMS messages of length more than 160 characters).
- 4.9 The bidder should provide online acknowledgement for delivery of each SMS message .
- 4.10 The bidder should have a capability to handle at least 30 lacs real time SMS alerts per day for banking transactions of Banks. Bidder to submit latest month's invoice paid by respective scheduled commercial banks, clearly stating the volume of real time SMS alerts sent.

- 4.11 The bidder should provide the archives of all the messages sent to their gateway with the delivery status in a CD/ DVD on monthly basis.
- 4.12 The bidder should provide suitable means such as website/ portal/tool for generation of MIS reports and also for showing the current status of messages. The MIS report should have the following minimum fields:
- (a) Mobile number/ MSISDN
  - (b) Message text
  - (c) Message Category
  - (d) Bearer (GSM/CDMA)
  - (e) Operator
  - (f) Circle
  - (g) Date/time of SMS received at the gateway.
  - (h) Date/time of SMS sent to the operator.
  - (i) Date/time of SMS delivered to the end subscriber.
  - (j) Delivery status.
- 4.13 The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. **The Re-sellers of SMS Gateway Services are not eligible to participate in the RFP.**
- 4.14 Outgoing messages may be classified into three categories:
- (a) Transactional message - High Priority – To be Delivered in 16 Sec
    - I- OTP (One Time Password)
    - II-Fund Transfer Alert
    - III-Transaction through ATM, Mobile Banking and Internet Banking, SMS Banking , UPI , BHIM.
  - (b) Promotional Messages- High Priority, as decided by the bank for immediate delivery. - To be Delivered in 30 Sec
  - (c) Promotional Messages- Low Priority - To be Delivered in one hour.
- 4.15 If in any case delivery period is beyond the above specified period (16 second) for Transactional message - High Priority, the bidder has to submit the valid reason for such delay. Details with reason should be available at website/ portal/tool provided by Selected Vendor as mentioned in Clause no 4.12 ..

- 4.16 Bidder's SMS Gateway should support Virtual Mobile Numbers (VMNs) for incoming messages.
- 4.17 Bidder's SMS Gateway should support delivery of SMSs of more than 160 characters in single message sent to Virtual Mobile Number (VMN).
- 4.18 Bidder's SMS Gateway should support delivery of single message to Mobile hand set for message of more than 160 characters sent from Allahabad Bank applications Servers.
- 4.19 The solution offered for incoming and outgoing messages of more than 160 characters should be tested with our all applications like Mobile Banking/Internet Banking/ATM/CBS/UPI etc.
- 4.21 The bidder should handle User Data Header (UDH) based communication i.e. the bidder should be able to support Port based SMS Services.
- 4.22 The bidder's system should be able to handle messages sent in Hexa-Decimal format. The SMS service provider should be able to send SMS in multiple languages. Bank has decided to launch the SMS alerts in languages to begin with. These languages are: English, Hindi and Bengali.
- 4.23 The bidder's system/solution should be able to allocate to Bank a minimum throughput of 1000 SMS/Sec from multiple operators.
- 4.24 The bidder's system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if port is provided in URL.
- 4.25 The bidder's system/solution should support virtual mobile number (for incoming SMS) of at least any one of the Major Service Providers-like Airtel, Vodafone, JIO, Reliance or BSNL/MNTL etc.
- 4.26 The bidder's system/solution should provide facility for bulk SMS upload through their portal or Bank may request bidder to upload the file for bulk SMS on behalf of the Bank. Format for file is to be provided by the bidder.
- 4.27 The purchaser expects 100% delivery of outgoing and incoming messages. However if the percentage of delivery is below 97% during the month for which invoice is submitted the penalty will be charged as below:

Sr. No.	Availability	Penalty
1	97.00% to 100%	NIL
2	95.00% to 96.99%	5% of the invoice value
3	92.00% to 94.99%	10% of invoice value
4	90.00% to 91.99%	20% of invoice value
5	Less than 90.00%	30% of invoice value

In calculation of the delivery percentage, following delivery failure cases will be Excluded:

- (I) Inbox full
- (II) International Roaming
- (III) Mobile Number blacklisted
- (IV) Mobile Switched Off
- (V) Mobile Out of range
- (VI) Invalid Mobile Number

- 4.28 The Purchaser will check the time taken in delivery of messages broadly. Whenever any abnormal delivery period is observed, the Purchaser may require justification for the same. If proper justification is not provided, the Purchaser may consider these messages as undelivered and apply penalty as for undelivered messages at point 4.27.
- 4.29 The bidder should integrate their SMS gateway with our Mobile Banking, Internet Banking Applications, CBS System, ATM Switch , UPI , BHIM and other related systems in coordination with respective vendors. Bank may introduce other Systems at later stage for which Bidder has to integrate with system without any additional cost except SMS cost during the contract period.
- 4.30 The purchaser will provide an Internet link for connecting Mobile Banking, SMS Banking and other servers from bidder's SMS gateway. If bidder's SMS gateway server is in the same premises as the purchaser's server ( i.e. CTRL S Data Center TTC Industrial Area, MIDC, MAHAPE, Navi Mumbai), all the related servers may be connected through LAN. All network equipments required at bidder's end has to be arranged by the bidder along with necessary cabling and commissioning. No additional cost will be paid by the purchaser in this regard.
- 4.31 Bidder will provide three virtual mobile numbers (VMN) to the purchaser without any cost. Virtual number once activated for the purchaser, will be property of the purchaser. In case of

expiry of contract or termination of the contract due to any reason, the bidder has to surrender these virtual mobile numbers to the purchaser. VMN should be purchased in the name of Allahabad Bank.

4.32 Bidder has to test all the functionalities of Bank's present SMS Integration solution without additional cost. Services shall be started only after completion of testing all services by the bidder.

4.33 The bidder has to activate all the services after integrating with Bank's existing solution viz. Mobile Banking, SMS Banking, Internet Banking, SMS Alerts from CBS application , UPI etc as per requirement of the RFP within 3 weeks from the date of signing of the contract. If the bidder fail to comply this requirement, penalty will be imposed at the rate of Rs.10,000.00 per week of delay or part thereof. If delay is more than two months bank reserve the right to revoke the guarantee and may terminate the contract.

4.34 Support:

1. The bidder shall be responsible for providing 24X7X365 days after-sales support and service for the complaints related to SMS services.
2. Bidder should provide on-site support whenever requested by Bank for troubleshooting and / or integration of new applications.
3. The bidder should be able to provide sender-wise/category-wise daily statistics with an auto generated mail to the mail ID's advised by the Bank. The daily statistics and latency report of previous day, should contain the following field
  - Date
  - Sender ID
  - Category
  - Total number of SMSes received
  - Total success
  - Total failed/expired
  - Total invalid and DND
  - Total SMSes split in more than 1 SMS (where character are more than 160)
  - Total of delivery report not received
4. Bidder should provide portal for features like monitoring of total SMSes sent/received within a day/week/month, time delay (if any) in sending the SMSes, no. of failed SMSes, invalid mobile numbers, sender wise / category wise SMSes sent, number of message split in more than 1 SMSes (where message having more than 160 character).



5. Bank should be able to independently generate detailed report in Excel / PDF and any other format specified. The bank should be able to generate product- wise, date-wise, category-wise reports, transaction based reports, aggregated reports per category. The reports should contain timestamps of SMS received at Bidder's server, SMS sent to the Telecom Operator and the actual delivery to the end user.
  6. The bidder should integrate their SMS gateway with our Internet Banking Application, ATM switch, CBS system and other related system as per Bank's requirement in co-ordination with bank's team / respective bidders.
  7. The bidder should be capable of providing real time automatic delivery report/acknowledgement for last mile delivery (on the mobile handset of the customer/end user) of each SMS Alert along with status and time stamp.
  8. The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the Bank
  9. Bank shall have the discretion to audit the successful bidder's infrastructure setup and flow for verifying the authenticity of data with regards to the real time automatic delivery reports and other related reports.
- 4.35 Bidder should have the facility to install the solution offered at Banks premises , if required. If Bank opted the option to install the solution at bank's premises than servers and OS will be provided by the Bank .Database, Middleware or any other required Software/Hardware will be provided by the bidder(s) without any additional cost to bank.
- 5. Bid Validity:** Bid will remain valid for 180 days from the date of opening of the technical bid.

## **6. Bid Security**

Bidders are required to submit Bid Security/ EMD of Rs.20,00,000/- (Rupees Twenty Lac only) in the form of Demand Draft / Pay Order or a Bank Guarantee (as per format Annexure-III) from any Scheduled Commercial Bank (other than Allahabad Bank), favoring "ALLAHABAD BANK payable at KOLKATA" . The Bid security should be valid for 180 days+60 days from the date of opening of the technical bid. Offers made without valid Bid Security (EMD), will be rejected. No interest will be paid by the Bank on the Bid Security so deposited. Bid Security of unsuccessful bidders shall be refunded after declaration of L1 bidder and the Bid Security of successful bidder/bidders shall be returned only after submission of Performance Security.

## **7. Cost of Bidding**

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

## **8. No Commitment to Accept Lowest or Any Tender**

Allahabad Bank shall reserve the right to reject any or all offers received in response to this tender notice including those received late or incomplete offers, without assigning any reason whatsoever. Allahabad Bank reserves the right to make any changes in the terms and conditions of purchase. Allahabad Bank will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

## **9. Pre-Bid Meeting**

9.1 The prospective bidders who have purchased a copy of the RFP or submitted the bid price (for downloaded RFP) may attend a pre-bid meeting to be held as indicated in the Invitations for Bids after publication of RFP and well before the last date for receipt of bids. Up to a maximum of 2 (two) representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the Purchaser, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.

9.2 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised up to that stage. The issues/questions to be raised must be in writing or through email. 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.

9.3 Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting, shall be made by the Purchaser exclusively through the issue of an Addendum and will be sent to all prospective bidders through email.

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

## **10. Submission of Bid**

Bids completed in all aspects should be submitted at following address:

**Allahabad Bank**  
**Department of Information Technology**  
**Head Office**

**2, N.S. Road**  
**Kolkata-700001**  
**Phone No. +91-33 - 2231 9235**  
Email [hodit.ib@allahabadbank.in](mailto:hodit.ib@allahabadbank.in)

## **11. Dead line for submission of Bid**

The bidder should follow the time schedule for submission of bid.

Any bid submitted after the dead line as mentioned in INVITATION FOR BID (IFB) clause 7 will be rejected and returned un-opened.

## **12. Evaluation of Bid**

The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, i.e. they are complete, there are no computational errors, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order and complete.

### **12.1 Evaluation Technical Bid**

12.1.1 The Technical Bids shall be opened & evaluated by the Purchaser on the basis of following criteria:

- (a) Completeness of the Technical bid in all respects and availability of all information/details asked as per ITB.
- (b) Point to point conformity of the solution offered to the Technical specification provided in the RFP.
- (c) Responsibilities including scope and deliverables as per RFP.
- (d) Capabilities of the solution to meet all the functional requirements specified in this document.
- (e) Submission of Bid security.

12.1.2 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted

12.1.3 The technically short-listed bidders (who fulfill eligibility criteria) may be required to give a demo/proof of concept of the solution provided by them.

12.1.4 Bidders who fulfill all qualifications mentioned in Eligibility Criteria of this RFP are eligible to participate in this tender process.

12.1.5 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

12.1.6 Bidders may be called to give presentation of their solutions with its capabilities at their own cost, which will be taken into account for technical evaluation of the Bidders.

12.1.7 Purchaser along with the bidder may undertake visit to those sites where the solution has been implemented and the cost of such visits has to be borne by the respective bidders.

#### 12.1.8 **Technical Bid Evaluation Criteria :**

Evaluation of Technical Bid is to be done for the bidders who fulfill eligibility criteria (Annexure-IV) and Technical and Functional compliance submitted by the bidders as per Technical Specifications and Functional Requirement of Section –V. The various parameters for Eligibility and Technical and Functional 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

Only those Bidders who score 75% (75 marks out of 100) or above in the Technical Evaluation round and minimum 60% marks in each of the four sections (Financial Turnover and Net Profit , Experience & Functional and Technical Requirements and Presentation) will be short-listed for commercial evaluation.

#### **Functional & Technical Evaluation: Evaluation Matrix**

Sr.No	Criteria Description	Rules of Rewarding Marks		Maximum Marks
1	<b>Financial Turnover and Net Profit</b>			10
1.1	The Bidder must have registered a turnover of Rs. 10 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2015- 16, 2016-17 and 2017-18*	Turnover for the FY 2017-2018 above Rs. 30 Crores.	5	
		Turnover for the FY 2017-2018 above Rs. 20 Crores and upto Rs. 30 Crores	4	

		Turnover for the FY 2017-2018 Rs. 10 Crores and upto Rs. 200 Crores	3	
2	<b>Experience</b>			15
2.1	Bidder should have provided SMS Services with minimum 30 Lakh SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successfully.	3 or more Banks	5	
		2 Banks	4	
		1 Banks	3	
2.2	The Bidder should be providing SMS services to minimum Three Public/Private Organization in India, out of which one must be Public sector Bank ( PSB). The solution offered should be currently running successfully in a Public/Private Organization in India as on the date of the RFP.	5 or more Banks	5	
		4 Banks	4	
		3Bank	3	
2.3	Should have provided multilingual (other than English) SMS facility in atleast one public / private commercial sector banks in India during the last three years	3 or more than 3 banks	5	
		2 Banks	4	
		1 Bank	3	
3	Functional and Technical Requirements - The marks will be based on the proposed solution meeting the functional and Technical requirements			60
4	Presentation and evaluation by internal committee	Marks will be assigned based on work plan, methodology, functionality ,solution architecture etc.		15
		<b>Total</b>		100

Bidders have to provide responses against each technical specifications and functional

requirement in Technical Specifications and functional requirement (Annexure-V) as under:

A - If the functionality is Readily Available in the solution.

C - The functionality will be delivered after Customizations.

N - The functionality is unavailable and cannot be customized.

Scores or Marks will be awarded as per following Matrix:

Readily Available-A	Customizable- C	Non-Available- N
4	2	0

## 12.2 Evaluation of Commercial Bid

12.2.1 The technically qualified bidder will participate in the Commercial Evaluation process.

12.2.2 The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.

12.2.3 Bank will conduct a reverse auction with technically short listed bidder(s) for finalization of the L-1 bidder. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated. The Reverse Auction may be conducted through a service provider specifically identified/appointed/empanelled by the Bank. The procedures of the reverse auction are as per Annexure-XII.

12.2.4 The Price quoted should includes all the costs involved for user licenses, features, software subscription and maintenance of the Hardware, updation and up gradation of all software during the tenure.

12.2.5 The rates quoted by the bidder in the Commercial bid should be Net Charges for sending per SMS including the interconnection / termination charges payable to the SMSC. Only GST will be payable extra at the prevailing rates as per Government Rules if applicable. Applicable TDS will be deducted from the payment.

12.2.6 The offered price shall be on a fixed price basis, inclusive of all taxes and levies as mentioned above. No price variation relating to increases in customs duty, excise tax, currency exchange rate fluctuation etc. will be permitted. Evaluation will not be based on any conditional/additional discount. The variation in GST/Cess will be considered by the purchaser while making payment to the selected vendor.

### **13. Empanelment of Vendors**

By Reverse Auction method names of L1 bidder with lowest bid will be shortlisted based on the lowest price quoted in reverse auction. After completing the commercial evaluation process, the purchaser at in its own discretion select one more bidder(i.e in addition to L1) based on following criteria who will agree to match the lowest quoted price finalized in the process.

1. Purchaser may ask to the L2 bidder to match the L1 prices for both domestic & international SMSs (transactional/promotional SMSs) along with VMN. If L2 bidder does not match the prices of L1 then bank may ask to L3 bidder to match the prices of L1 bidder , If L3 does not match the prices of L1 then purchaser may ask to L4,L5... bidders on based on above criteria to match the price of L1 if required.
2. However the purchaser reserves the right to select only one or more vendors. Purchaser reserves the right to distribute the SMS volume among the empanelled/existing aggregator/vendors based on the performance analysis (Percentage of SMSs successfully delivered at subscriber mobile device within time) SMS to selected/empanelled Bidder/Bidders subject to satisfactory performance . As Bank has already engaged one vendor for the SMS gateway services with commitment of minimum volume of 1 crore SMSs per month. The remaining volume will be shared in the ratio of 60% and 40% between the L1 and L2 bidders subject to satisfactory performance.
3. The purchaser reserves the right to increase or decrease the quantity of the SMSs pushed/pulled without any change in price and other terms and conditions.
4. If Bank selects more than one bidder then same terms and conditions of this RFP will be applicable to all the selected bidders.

### **14. Performance Security**

- 14.1 The successful bidder will be required to submit a Performance Bank Guarantee for an amount of equivalent to 10% of contract value (rounded off to nearest ten thousand rupees) in favor of Allahabad Bank within 21 days of award of contract.
- 14.2 The Performance Bank Guarantee should be from any Nationalized Bank/Scheduled Bank in India (Other than Allahabad bank)
- 14.3 The Bank Guarantee should be valid for 39 months from the date of placing purchase order
- 14.4 The Performance Bank Guarantee will be evoked in any of eventualities mentioned in section 15
- 14.5 The Performance Bank Guarantee may be extended as per requirement of Bank.

- 14.6 The Performance Bank Guarantee may be invoked by the Bank if the successful bidder fails to comply with the SLA, Uptime requirements and other terms and conditions as specified in the RFP.
- 14.7 The Performance Bank Guarantee may be discharged by the bank upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. Failure of the successful bidder to comply with the requirement as per the RFP terms and conditions shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security.
- 14.8 The Performance Bank Guarantee will be submitted by the successful bidder to the Bank as per the approved format of the Bank (Annexure-X).

## **15. Termination of contract or revocation of purchase order**

- 15.1 Bank reserves the right to take all legal recourses such as, cancelling the contract , recalling the performance guarantee , and claiming damages etc. In situations mentioned in following points in addition to actions mentioned therein, other than in situation amounting to force majeure.
- 15.2 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default of 30 days sent to the Vendor, terminate the Contract in whole or in part by assigning reason for termination.
- 15.3 If, anytime within 3 years from date of issue of purchase order Allahabad Bank finds the services or working of solution provided by vendor unsatisfactory or percentage of the delivery of SMSs is less than 90% for continue more than two months , Allahabad Bank reserves right to terminate the contract. Allahabad Bank reserves right to terminate the contract. In such situation, 30 days written notice will be sent to the bidder for termination of the contract by assigning reason. In the case of termination/cancellation of the order, the bidder will not be entitled to or recover from Allahabad Bank any amount by way of damages, loss or otherwise. In such a situation, bidder will be paid charges towards services delivered till the date of termination of the contract. In the event of cancellation of agreement or termination of the order the bidder will assist in smooth migration to new bidder. If this condition is not adhered to, Allahabad Bank will invoke the Performance Bank Guarantee and may also blacklist the bidder for a period upto 5 years.
- 15.4 If, at any future point of time it is found that the bidder had made a statement which is factually incorrect or if, the bidder does not fulfill any of his contractual obligations, in addition to the above actions, Allahabad Bank may debar the bidder from bidding prospectively for a period to be decided by Allahabad Bank and take any other action as may be deemed necessary.



15.5 If, any legal action is initiated or taken against the bidder by any government body for violation of any legal regulations, Allahabad Bank will take action as it may think fit, as mentioned above.

## **16. Signing of Contract:-**

**Initially contract will be signed for three (3) years with scope for further extension of the contract by two (2) years which will be reviewed on yearly basis with respect to performance of the bidder .** However if in any case it is found that the services offered are not satisfactory, the Purchaser may consider termination of the contract and forfeiture of the performance security.

- 16.1 As the purchaser notifies the bidder that his/her bid has been accepted, the Purchaser will send the Bidder the Contract Form (Annexure-VIII) provided in the RFP, incorporating all agreements between the parties.
- 16.2 Within 21(twenty one) days of issue of Notification of Acceptance (NOA), bidder has to submit the Performance security as per RFP and sign the contract. The bidder has to complete integration testing with our Mobile Banking, Internet Banking Application, SMS Banking, SMS alerts, ATM, CBS system , UPI , BHIM and other systems and make the services live within three (3) weeks of placing of Purchase Order
- 16.3 In case the bidder fails to comply Clause 16.1 and 16.2 or in case the bidder withdraws his/her proposal after selection or during the process of selection, the bid security/performance security of the bidder will be automatically forfeited.

## **17. Payment Terms**

- 17.1 Monthly charges will be processed within two weeks of submission of invoices with all necessary documents.
- 17.2 No advance will be paid against purchase order .
- 17.3 Payment will be made to the vendor in Indian Rupees only.
- 17.4 The services are to be provided and project should start operation within three (3) weeks from the date of signing of contract form. In case of non compliance of given timeline, liquidated Damages at a rate of Rupees 10,000/- per week for the period of delay will be charged from the amount payable.
- 17.5 The Price quoted should include all the costs involved for user licenses, features, software subscription, services offered and all the taxes excluding GST/cess.
- 17.6 GST will be payable extra at the prevailing rates.
- 17.7 TDS shall be deducted, if applicable, as per the rate applicable.

## **18. Force Majeure**

- 18.1 The service provider shall not be liable for forfeiture of its performance Security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event beyond the control of the service provider and not involving the Service provider's fault or negligence and unforeseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 18.2 For purposes of this Clause, "Force Majeure" means an event explicitly beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include Acts of God or of public enemy, acts of Government of India in their sovereign capacity and war.
- 18.3 If such situation arises, the Service provider shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **19. Taxes and Duties**

- 19.1 The service provider shall be entirely responsible to pay all taxes including corporate tax, income tax, license fees, duties, octroi etc. in connection with delivery of the service/solution at site including incidental services and commissioning except GST/cess (as applicable).
- 19.2 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 service provider. The remittance of amount so deducted and issue of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force.
- 19.3 GST /Cess which will be applicable should be clearly mentioned separately which will be paid by the Purchaser on actual basis on production of proof.
- 19.4 Nothing in the contract shall relieve the service provider from his responsibility to pay any tax that may be levied in India on income and profits made by the service provider in respect of this contract.

## **20. Confidentiality and non-disclosure of Information**

The selected bidder has to sign the Non-Disclosure agreement in the format provided in Annexure-X.

## **21. Technical Inspection and Performance Evaluation**

The Bank shall have the right of inspecting and testing the system at any time. The selected bidder on demand from the Bank shall carry out such tests in appropriate manner in the presence of Bank's representatives and free of charge to bank. The inspection, examination or testing carried out by the Bank shall not relieve the bidder from any of his obligations under the purchase contract. The bidder shall make available all necessary and relevant records, facilities access to the system and access to personnel for audit by the Bank or any representative authorized by the Bank.

Further following conditions are to be accepted / adhered to and complied with by the successful bidder.

- I. RBI or persons authorized by it shall access the records of Bank and successful bidder related to the agreement and cause inspection.
- II. Successful bidder shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.

## **22. Order Cancellation**

Bank reserves its right to discontinue the services at any time before completion of the contract period if the services are found to be unsatisfactory, for any valid reason, including but not limited to the following reasons:

- (a) Laxity in following security standards laid down by the Bank
- (b) Excessive delay in execution of orders placed by the Bank
- (c) Discrepancies / deviations in the agreed processes and/or products
- (d) Violation of terms & conditions stipulated in this RFP
- (e) In case the bidder does not comply with any of his obligations/ conditions/ undertakings under this purchase contract.
- (f) If the design, specifications or supplies provided by the bidder do not conform to the SMS Services requirements/ technical specifications.

(g) If the bidder defaults in implementing any of the instructions received from the Bank within the stipulation of purchase contract.

(g) In case of any breach of purchase contract by the bidder.

In addition to the cancellation of purchase order, Allahabad Bank reserves the right to appropriate the damages from the bid security or foreclose the Bank Guarantee.

## **23 . Indemnity**

The bidder assumes responsibility for and shall indemnify and keep the Bank its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

Vicarious Liability (APPLICABLE ONLY IF THE BIDDER SUB -CONTRACT, APPOINT AGENT etc.)

The selected Bidder shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any

charges, claims or wages of any of the selected Bidder 's employees, agents, contractors, subcontractors etc. The selected Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Cons Bidder ultant's employees, agents, contractors, Sub-contractors etc.

**24. 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-XXII 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:

Shri Asutosh Mishra, IAS (Retd.) Plot No. 3, Prashasan Nagar, Road No. 72, Jubilee Hills, Hyderabad – 500110 Landline : 040-23551585 Email Id : kunu_mishra@yahoo.co.in	Dr. Bhushan Chander Gupta, IAS (Retd.) 116, New Moti Bagh, New Delhi – 110023 Landline : 011-24105366 Email Id: bcgupta2000@yahoo.com
---	--

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.

**25. Dispute resolution**

All disputes and differences of any kind whatever arising out of or in connection with this agreement shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement the Purchaser shall appoint an arbitrator and the decision of the arbitrator shall be final. Such arbitration is to be governed by the provision of the Indian Arbitration Act.

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

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 and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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 30 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.

The arbitrators shall hold their sittings at Kolkata.. The arbitration proceedings shall be conducted in English language. 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.

## **26. Schedule of Requirement**

To sustain the future growth of coverage area of the Allahabad Bank operations and to provide the SMS alert services to its customers, Allahabad Bank invites service providers to offer their solution for Outgoing/Incoming SMS using secure authentication system incorporating the following features from the various platforms/ systems in the Bank as per the technical/ functional specification given in the RFP which includes inter alia the following:

- i. The Bulk SMS Services should cover the facility like Push Service and Pull SMS using short code and long code.

ii. The SMSes will be in following 2 categories:

SMS Category	Description	Estimated Volume First Year	Estimated Volume second year	Estimated volume third year
Real Time SMSes	OTP/ Transactional SMSes in real time	4 Crores Per month	5 Crores Per month	6 Crores Per month
Batch SMSes	Batch /Promotional SMSes	40 lacs per month	60 Lacs per month	80 Lacs per month

These volumes are only estimates as per present projections and Bank does not guarantee these volumes of business.

- iii. Final Selected bidders have to provide three easy to remember long code(s)/short code for domestic/VMN for the use of Allahabad Bank, to receive incoming SMS from customers and the same time Selected bidder should also port the existing VMN to its System.
- iv. The bidder should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and abroad.
- v. The bidder shall be responsible for delivery of real time SMS alerts on 24\*7\*365 basis.
- vi. The bidder shall be responsible for providing 24\*7\*365 days after-sales support /service for the complaints relating to the Bulk SMS Services. The scope of the services is to be provided for the period of minimum 3 years from the date of completion of User acceptance test of the total solution (including integrations with Bank's various applications as per the requirement of the project). Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days. Bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

## 27. Acceptance and Testing

The successful bidder will be required to submit acceptance of order within the period of 7 days from the date of issue of Notification of Acceptance (NOA). In case of delay on part of bidder in completion of project or initiating services will attract a penalty / termination of contract as defined in this RFP.

The bidder will be required to complete the integration of solution with the bank's infrastructure within 3 weeks of signing of contract. Bidder will have to get the User Acceptance test within this period from the bank. Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project

and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the supplier may result in imposition of penalty, invocation of Performance Bank Guarantee and/or termination of contract.

## **28. 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.



### SECTION III

#### BID FORMATS, PRICE SCHEDULE & OTHER ANNEXURES

#### I N D E X

<u>SL NO</u>	<u>SUBJECT</u>	<u>PAGE NO</u>
ANNEXURE - I	BIDDER PROFILE	33
ANNEXURE – II	BID FORM	34
ANNEXURE – III	BID SECURITY FORM	35
ANNEXURE – IV	ELIGIBILITY CRITERIA	37
ANNEXURE – V	TECHNICAL SPECIFICATION	40
ANNEXURE – VI	MASKED PRICE SCHEDULE	45
ANNEXURE – VII	NO DEVIATION UNDERTAKING	46
ANNEXURE – VIII	CONTRACT FORM	47
ANNEXURE – IX	PERFORMANCE SECURITY FORM	49
ANNEXURE – X	NON-DISCLOSURE AGREEMENT	50
ANNEXURE – XI	LETTER OF AUTHORIZATION FOR ATTENDING RFP/TENDER OPENING	56
ANNEXURE – XII	REVERSE AUCTION PROCESS	57
ANNEXURE – XIII	COMPLIANCE STATEMENT	66
ANNEXURE – XIV	LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION	68
ANNEXURE – XV	REFERENCES SITES DETAILS	69
ANNEXURE – XVI	LETTER OF AUTHORITY	70
ANNEXURE – XVII	ESCALATION MATRIX/ SERVICE SUPPORT DETAILS	71
ANNEXURE – XVIII	SELF DECLARATION FOR NON-BLACKLISTING	72
ANNEXURE – XIX	SELF DECLARATION FOR LEGAL OWNERSHIP OF APPLICATION PROVIDED FOR PROVIDING SMS SERVICES	73
ANNEXURE – XX	PRE-BID QUERIES FORM	74
ANNEXURE – XXI	Indicative Price Schedule	75
ANNEXURE – XXII	INTEGRITY PACT	76

**Bidder Profile**

Sl. No.	Particulars	Description		
1	Name of the company			
2	Constitution			
3	Postal Address			
4	Telephone/Mobile and Fax numbers			
5	Name , designation and Contact details of the person authorized to make commitments to Allahabad Bank			
6	Year of commencement of Business			
7	Financial Details	2015-16	2016-17	2017-18
	Net Profit			
	Turn Over			
8	Net Worth as per the latest Audited Balance Sheet			
9	Total SMS related projects implemented in Banking Sector in India. Copy of related purchase orders to be enclosed for justification.			
10	Names and Addresses of Public/Private Sector scheduled commercial bank (at least1) where Bulk SMS services for delivering real time has been implemented and is currently running successfully. Copy of related purchase orders to be enclosed for evidence			
11	Sales Tax Number			
12	Income Tax Number			
13	GSTIN			

Date

Signature with seal

Name

Designation

**BID FORM**

Ref. No:

Date:

To

**Allahabad Bank**

**Department of Information Technology**

**Head Office**

**2, N.S. Road**

**Kolkata-700001**

Having examined the RFP including all Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide services including testing, integration, and commissioning in conformity with the said RFP in accordance with the Schedule of Prices indicated in the Commercial Offer and made part of the Bid.

We undertake, if our bid is accepted, to start providing service in accordance with the delivery schedule specified in schedule of requirement.

We agree to abide by this bid for the period of 180 days from the date fixed for Technical bid opening as per Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that the Bank (the Purchaser) is not bound to accept the lowest of any bid the Bank (the Purchaser) may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

-----

-----

(Signature)

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) \_\_\_\_\_

Business \_\_\_\_\_ Address \_\_\_\_\_

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.

**Bid Security Form**

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)  
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

Bank Guarantee No.

Date:

TO : Allahabad Bank,  
Head Office,  
Department of Information Technology,  
2, Netaji Subhas Road, Kolkata – 700 001, India

WHEREAS \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for providing SMS Gateway Services in response to Allahabad Bank’s Request for Proposal ( RFP ) Ref. No. : **Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019** (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 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\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the Purchaser and the bidder during the period of bid validity :
  - fails or refuses to execute the Contract Form; or
  - fails or refuses to perform, in accordance with the Terms & Conditions of the RFP or Contract; or
  - fails or refuses to furnish the Performance Guarantee, in accordance with the Terms & Conditions of the RFP or Contract.

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

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

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to \_\_\_\_\_ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. 20,00,000/- (Rupees Twenty Lakhs only).

Date:

Place :                                      SEAL                                      Code No.                                      SIGNATURE.

NOTE :

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

**Eligibility Criteria Declaration:**

To : Allahabad Bank,  
 Head Office,  
 Department of Information Technology,  
 2, Netaji Subhas Road, Kolkata – 700 001, India

**SUB: Selection of SMS Aggregator for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications.**

Ref: HO/DIT/SMS/2018-19/123 dated 07.02.2019

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

Sl. No.	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	Bidder must be a Government Organization / PSU / PSE / partnership firm/ LLP or private / public limited company.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted/debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2015 till date.		Letter of confirmation from Bidder.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
4	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
<b>B</b>	<b>Financial</b>		
1	The Bidder must have registered a turnover of Rs. 10 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2015- 16, 2016-17 and 2017-18* (Not inclusive of the turnover of associate companies).		Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.

2	<p>The bidder should be a profit making entity ( Profit after Tax) in at least three years out of last five years financial years as per audited P/L statement or should have maintained the positive networth in the last three financial years i.e 2015-16 , 2016-17, and 2017-18.</p> <p>* If 2017-18 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2016-17 along with an undertaking letter from the bidder that the 2017-18 Statements are not audited.</p> <p>**Networth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)</p> <p>In case of partnership firm Networth is to be calculated as: Partner’s Capital Account + Partner’s Current Accounts + Reserves &amp; Surplus</p>		<p>Audited Financial statements for the financial years 2013-14, 2014-15 2015-16, 2016-17 and 2017-18.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p> <p>* If 2017-18 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2016-17 along with an undertaking letter from the bidder that the 2017-18 Statements are not audited.</p>
<b>C</b>	Experience & Support Infrastructure		
1	<p>Vendor should have provided SMS Services with minimum 30 Lakh SMS’s per day in at least one Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successfully.</p>		<p>Bidder to submit latest month’s invoice paid by respective organisation, clearly stating the volume of real time SMS alerts sent.</p>
2	<p>The Bidder should be providing SMS services to minimum Three Public/Private Organization in India, out of which one must be Public sector Bank ( PSB). The solution offered should be currently running successfully in a Public/Private Organization in India as on the date of the RFP.</p>		<p>Purchase Order / Reference Letter from the Concerned Organization to be submitted to this effect</p>
3	<p>Should have provided multilingual (other than English) SMS facility in at least one public/ private commercial sector banks in India during the last three years</p>		<p>Purchase Order / Reference Letter from the Concerned Organization to be submitted to this effect</p>

4	The Bidder should have DR capability to send alerts from at least two geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.		Full Add. Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations
5	The bidder should have tie-ups with at least three major national telecom (mobile) operators for delivery/retry/re-routing of messages so that, in the event of failure (technical failure or winding up of business etc.) of any particular Carrier, the delivery of messages does not suffer.		Documentary Proof - agreement copy
6	The bidder should have a valid registration with TRAI as a Telemarketer		Registration certificate copy to be furnished
7	Bidder should have direct support offices at Mumbai. In case direct support office of the bidder is not present in Mumbai then an undertaking to be provided by the bidder stating that direct support by the bidder stating that direct support would be provided by the bidder at Mumbai whenever desired by the bank.		Letter of confirmation

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with seal

Name

Designation



**Technical Specification**

All the requirements are mandatory. Bidder shall indicate in column 3 the availability of each requirement as a standard product (S), customization (C) and not available (N) . The customization should be completed before the completion of pilot run at no extra cost to the Bank.

Marks for the availability as standard product(S)-4, for customization©-2 and not available(N)-0. The proposed solution offered, however, should have at least 65% of the requirements as a part of the standard product.

<b>SI No.</b>	<b>Particulars</b>	<b>Standard product (S), customization (C) and not available (N) (provide figures if applicable and attach document)</b>
1	The bidder should have its own SMS Gateway infrastructures like Servers, Communication links, Software/Applications etc for messaging related activity.	
2	The bidder needs to provide the SMPP and/or HTTPS-API with/without XML support to the Bank with multiple accounts for sending messages. This should be the primary channel for communication.	
3	The API should support the encryption-decryption for the entire API parameters supporting DES/ 3DES/ AES algorithm.	
4	The bidder should have the facility of online filtering of the DND numbers.	
5	The SMS services should be scalable to meet the requirements of the Bank for the next 3 years from the date of placing the Purchase Order.	
6	The bidder should be able to comply with latest regulations/ guidelines issued by TRAI. Also the bidder should be able to comply with all future changes effected by TRAI.	
7	The bidder should provide http/https/XML routing services to connect to bank's applications for sending or receiving messages from bank's application.	
8	The bidder should be able to send long messages (SMS messages of length more than 160 characters).	

9	The bidder should provide a Tracking Mechanism to track the Push/Pull messages flowing through the SMS Gateway. Access to bidder's portal is required by which Bank may track the SMSs pushed to a particular mobile number by entering Mobile number and period for which data is required.	
10	The bidder should provide suitable means such as website/portal/tool for generation of MIS reports and also for showing the current status of messages. The MIS report should have the following minimum fields: Mobile number/ MSISDN, Message text, Message Category, Bearer (GSM/CDMA), Operator, Circle, National/International, Sender Name/ID, Date/time of SMS received at the gateway, Date/time of SMS sent to the operator, Date/time of SMS delivered to the end subscriber, Status of the SMS, Status description.	
11	The bidder should provide the archives of all the messages sent to their gateway with the delivery status in a CD/ DVD on monthly basis.	
12	All the prices, technical specifications and other terms and conditions of the offer including the commercial quote proposed by the Bidder shall be valid for a minimum period of 36 months.	
13	The bidder should execute Non-Disclosure Agreement (NDA) and Performance Bank Guarantee as provided in the RFP. The Bank reserves the right to amend any clause given in the format at its discretion before executing the above documents by the authorized signatories.	
14	High Priority messages to be delivered within 5 seconds (OTP) to 16 seconds (others). Low priority messages may be delivered within one hour. All outgoing messages (SMS) from Mobile Banking application are to be delivered to the mobile subscriber within 16 seconds of receipt of the message at bidder's server.	
15	Bidder's SMS Gateway should support Virtual Mobile Number (VMN) for incoming messages.	
16	Bidder's SMS Gateway should support delivery of single message to Allahabad Bank Mobile Banking Server for message of more than 160 characters (up to 350 characters) sent to Virtual Mobile Number (VMN).	

17	Bidder's SMS Gateway should support delivery of single message to Mobile hand set for message of more than 160 (up to 350 characters) characters.	
18	The solution offered for incoming and outgoing messages of more than 160 characters (up to 350 characters) should be tested with our Mobile Banking Application.	
19	All incoming messages (SMS) should be delivered to Allahabad Bank Internet Banking or Mobile Banking Application within 5 seconds of receipt of the message at bidder's server.	
20	The bidder should handle User Data Header (UDH) based communication i.e. the bidder should be able to support Port based SMS Services	
21	The bidder's system should be able to handle messages sent in Hex format.	
22	The bidder should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if port is provided in URL.	
23	The bidder should support virtual mobile number (for incoming SMS) of BSNL/MTNL and at least any one of the Major Service Providers-like Airtel, Vodafone, TATA and Reliance, etc.	
24	The bidder should provide facility for bulk SMS upload through their portal or Bank may request bidder to upload the file for bulk SMS on behalf of the Bank. Format for file is to be provided by the bidder.	
25	The bidder should provide facility to download delivery status of at least previous two months.	
26	The bidders should provide the monitoring facility for SMS balances in the account.	
27	The bidder should provide acknowledgement for delivery of each SMS message and should submit reports providing the time of receipt of SMS at their server, time of delivery to mobile subscriber concerned for each message.	
28	The bidder should deliver messages to subscribers of all service providers like BSNL, Reliance, JIO, Vodafone, Airtel, Idea etc. directly to that mobile service provider and for the subscribers of other mobile service providers through any one of the above	

	service providers.	
29	The purchaser expects 100% delivery of outgoing and incoming messages.	
30	The Purchaser will check the time taken in delivery of messages broadly. Whenever any abnormal delivery period is observed, the Purchaser may require justification for the same. If proper justification is not provided, the Purchaser may consider these messages as undelivered and apply penalty as for undelivered messages at point 29 above.	
31	The bidder should integrate their SMS gateway with our Mobile Banking, Internet Banking Applications, CBS System, ATM Switch , UPI , BHIM and other related systems in coordination with respective vendors.	
32	The purchaser will provide an internet link for connecting Mobile Banking, SMS Banking and other servers from bidder's SMS gateway. If bidder's SMS gateway server is in the same premises as the purchaser's server ( i.e. CTRL S Data Centre, TTC Industrial Area, MIDC, MAHAPE, Navi Mumbai), all the related servers may be connected through LAN. All network equipments required at bidder's end has to be arranged by the bidder along with necessary cabling and commissioning. No additional cost will be paid by the purchaser in this regard.	
33	The bidder should have tie up/arrangements with multiple service providers for outbound messages. The bidder should deliver messages to the subscribers of all major service providers like BSNL, Reliance, JIO, Vodafone, Airtel, Idea etc., directly to that mobile service provider and for the subscribers of other mobile service providers through any one of the above service providers.	
34	The bidder will be required to create the necessary setup at their end to carry out the tests. BANK server(s), if required, will connect to the bidder's server(s) and carry out the functionality tests on live environment.	
35	Bidder will provide three virtual mobile numbers (VMNs) to the purchaser without any cost. Virtual number once activated for the purchaser, will be property of the purchaser. In case of expiry of contract or termination of	

	the contract due to any reason, the bidder has to surrender these virtual mobile numbers to the purchaser.	
36	Bidder has to test all the functionalities of Bank's present Mobile Banking solution integrated with IMPS (solution from NPCI), SMS Banking and SMS alerts solution without additional cost. Services shall be started only after completion of testing all services by the bidder.	
37	The bidder has to activate all the services after integrating with Bank's existing solution viz. Mobile Banking, SMS Banking, Internet Banking, UPI , SMS Alerts from CBS application etc as per requirement of the RFP within 3 weeks from the date of issue of purchase order. If the bidder fails to comply with this requirement, penalty will be imposed at the rate of Rs. 10,000.00 per week of delay or part thereof.	
38	The bidder should have a capability to handle at least 30 lacs real time SMS alerts per day for banking transactions of Banks. Bidder to submit latest month's invoice paid by respective scheduled commercial banks, clearly stating the volume of real time SMS alerts sent.	
39	The bidder's system/solution should be able to allocate to Bank a minimum throughput of 1000 SMS/Sec from multiple operators.	
40	Bidder should have the facility to install the solution offered at Banks premises , if required.	
41	The SMS messages should be encrypted at the sender end and decrypted at the receiver end. The solution should support 168 bit to 256 bit encryption. The solution should take care of the security gap by addressing the inherent limitations of message security. The solution should be secured and should take care of the following security vulnerability that is SMS spoofing, SMS Viruses, SMS Phishing, DOS Attacks and spamming, including Man in the middle attack.	

**Masked Price Schedule**

**RFP Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019**

Name of Bidder:

Address of Corporate Office:

**Quotations:-**

Sr. No.	Item	Cost of Domestic SMS (per one lakh SMSes in INR)
1	Transactional/Promotional High Priority SMS (Domestic )	
2	Promotional Low Priority SMS (Domestic )	

Total Cost.

Total Cost <b>(1+2)*</b> (In Rs.)	
-----------------------------------	--

\*L1 will be decided by the Rate quoted for One lakh SMSes at the end of online reverse auction and payment will be made as per actual usage on pro-rata basis at the rate of per SMS. Rate per SMS will be derived by rate quoted for One lakh SMSes.

**Cost of SMS on overseas numbers will be maximum 10 times of cost of SMS for domestic numbers quoted above, which will not be reckoned for L1**

Cost of SMSs to be quoted including all other taxes and charges excluding GST/Cess. Applicable TDS will be deducted from the payment. SMS volume for one month, as mentioned in the commercials, is purely on approximate estimation which is mentioned for evaluation purpose of the commercial bid only.

Any change in cost (due to change in TRAI guidelines or any statutory /regulatory authority) shall be considered.

Authorised Signatory:

Office Seal: Name and Designation:

## No Deviation Undertaking

To,

The Deputy General Manager-IT & DB  
Allahabad Bank,  
Head Office,  
Department of Information Technology & Digital Banking 2,  
N.S. Road  
Kolkata – 700 001

Dear Sir,

Sub: RFP **Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019** for implementation of  
“Selection of SMS Aggregator for incoming and outgoing messages (SMSs) to and from  
Allahabad Bank CBS system and other related applications” 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 to implementation of “Integrated Treasury Management System”.

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

**CONTRACT FORM**

*Non-Judicial Stamp Paper of appropriate value*

CONTRACT NUMBER:

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Between ALLAHABAD BANK a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India (hereinafter “the Purchaser”) of one part and \_\_\_\_\_ (Name of Selected Service provider) of \_\_\_\_\_ (City and Country of Service provider alongwith registered office) (hereinafter “the Service provider”) of the other part:

WHEREAS the Purchaser is desirous that certain software & ancillary services should be provided by the Service provider, viz. \_\_\_\_\_ (Brief description of Services) and has accepted a bid by the Service provider for providing SMS Gateway services to meet its requirement from time to time.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - (a) The Bid form and price schedule submitted by the bidder and subsequent amendments made into it as accepted by the Purchaser.
  - (b) The schedule of requirements.
  - (c) The Technical & Functional Specifications.
  - (d) Signing of contract clause.
  - (e) Non-disclosure agreement.
  - (f) The Purchaser’s Notification of Selection of Service provider for SMS Gateway Service.
  - (g) Purchase Order.
3. In consideration of the payments to be made by the Purchaser to the Service provider in terms of Purchase Order for providing SMS Gateway services placed by Allahabad Bank of the Purchaser,



the service provider hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the contract.

- The Purchaser hereby covenants to pay the service provider in consideration of the provision of the software and services and the remedying of defects therein, the Purchase order 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.

Brief particulars of the services which the service provider shall be required to provide to the Purchaser from time to time in terms of purchase order for SMS Gateway Services that will be placed by Allahabad Bank of the Purchaser are as under:

Particular	SERVICES
SMS Gateway Services	Sending outgoing messages to different recipients (mobile numbers) from Mobile Banking, SMS Banking and CBS System etc. and receiving incoming messages from different mobile numbers and providing to SMS Banking and Mobile Banking Application etc of Purchaser.
URL(s) of the service provider for sending outgoing messages	The bidder's system/solution has to handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if port is provided in URL.
Virtual Mobile Numbers	Bidder will provide three virtual mobile numbers (VMN) to the purchaser without any cost.  VMN will be used for (1) Mobile Banking Production (2) Mobile Banking Testing (3) SMS Banking. Virtual number once activated for the purchaser, will be property of the purchaser. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these virtual mobile numbers to the purchaser.

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

Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For the Service provider) in presence of \_\_\_\_\_.

Signed, sealed and Delivered by the Said \_\_\_\_\_ (For the Purchaser) in presence of \_\_\_\_\_.

**PERFORMANCE SECURITY FORM  
(BANK GUARANTEE FORMAT)  
(ON NON-JUDICIAL STAMP PAPER OF RS 100.00)**

**Bank Guarantee No.**

**Date :**

To:

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

WHEREAS \_\_\_\_\_ (name of the Empanelled Vendor) hereinafter called “the Empanelled Vendor” has undertaken, in pursuance of Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ to provide SMS gateway services SMS pull and push (Description of Goods and Services) hereinafter called “the order”.

AND WHEREAS it has been stipulated by you in the said order that the Empanelled Vendor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Empanelled Vendor’s performance obligations under the contract.

AND WHEREAS we have agreed to give the Empanelled Vendor a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Empanelled vendor , 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 Empanelled Vendor 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\_\_.

Signature and seal of Guarantors.

Date:

Address:

Note: 1) Empanelled Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.

2) Stamp paper is required for the bank guarantees issued by banks located in India.

**Non Disclosure Agreement**

*Non-Judicial Stamp Paper of appropriate value*

This Agreement made this day of 20... by and between **Allahabad Bank** a body constituted under Banking companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Registered Head Office at 2,N.S.Road, Kolkata (hereinafter "the Purchaser") which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns

**AND**

\_\_\_\_\_, having its registered office at \_\_\_\_\_  
(hereinafter "the Service provider") 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

**WHEREAS** the Parties intend to enter into discussions with the Recipient for purposes of procuring Services/Product (hereinafter referred to as "the Purpose") from the Recipient and in order to proceed with the Purpose has agreed to provide certain Confidential Information relating to its business activities and processes as defined hereunder on a strictly confidential basis and on terms and conditions set out in these presents.

**NOW THEREFORE IN CONSIDERATION** of the disclosure of such Confidential Information by the Allahabad Bank, the Recipient hereby agrees and confirms as follows:-

1. The term Confidential Information for purposes of this Agreement shall mean any and all information and/data which is provided to the Recipient whether in writing, pictorially, in machine readable form, orally or by observation during the visits of the Recipient in connection with the Purpose or otherwise which may be the substance of this Agreement, financial information, know how, processes, trade secrets, schematics, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business strategies including but not limited to:

a) Methodologies for Implementation and Pricing, Technology Architecture including details of WAN Connectivity, LAN Conversion, Modalities for Back up and Redundancies of Server/Network Desk Tops/Peripheral etc., Telecom/LAN Infrastructure, Technology Resources, Service Models including State of the Art Infrastructure, Telecommunication Network Transition Management, Transition Processes etc.

b) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data, price lists, any other materials or information relating to Allahabad Bank's business and activities and the manner in which it does business;

c) Computer software, whether now or hereafter existing, developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or derived there from.

d) Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals.

e) Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulae, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications.

f) All other materials or information related to the business or activities of the Purchaser which are not generally known to others engaged in similar businesses or activities.

g) All ideas which are derived from or related to the access of systems or knowledge of any of the enumerated materials and information; and

h) All material containing Confidential Information furnished by or obtained from.

i) the disclosing party, including without limitation, magnetic tapes, documents, manuals, specifications, flowcharts, program listings and data file printouts ("the Materials"), shall be and remain the property of the disclosing party and shall not be reproduced in whole or part without the disclosing party's express written consent. Any copies of the Materials shall become the disclosing party's property and shall contain such copyright and other proprietary rights notice or legend as appears on the original copy.

(Hereinafter referred to as the "Confidential Information" PROVIDED THAT absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential.) Such disclosures are intended to be made solely for the purpose of enabling the Recipient to evaluate such information for a possible supply of Services/Product to Allahabad Bank.

2. Notwithstanding that the purpose contemplated herein does not materialize into any formal Contract with Allahabad Bank, Recipient shall hold in strict confidence the Confidential Information and shall not, without the prior written consent of The Purchaser disclose the whole or any part thereof to any third party and nor shall use such Confidential Information for the benefit of any third party or for purposes, except as set forth in these presents.

3. Recipient hereby agrees and recognizes that all Confidential Information that it will receive from The Purchaser or The Purchaser may furnish to it together with any copies thereof about and relating to its business activities and processes, during the subsistence of this Agreement, are and shall be the sole and exclusive property of The Purchaser and shall be in possession of the Recipient only on a restrictive, non exclusive and non transferable basis under which it may use such Confidential Information solely for the purpose of evaluation for a prospective supply of Services/Product and that the Recipient shall keep the same at all times in its custody, and shall surrender the same upon completion of its evaluation or upon request by Allahabad Bank, whichever is earlier. No license or right is hereby granted to the Recipient or any third party by implication or otherwise, with respect to or under any application for proprietary rights, claims etc. of the other Party or otherwise, notwithstanding expiry of the obligations of confidence and non use as set forth herein.

4. Nothing herein shall prevent the Recipient from receiving and using Information:-

a) Which is now or hereinafter through no breach of this Agreement, becomes part of the public domain; or

b) which, prior to disclosure by Allahabad Bank, was known to or in the possession of Recipient at the time of disclosure by other party ; or

c) was disclosed to any third party with the prior written consent of Allahabad Bank; or

d) which was acquired by the Recipient from any third party under Conditions Acquired, if any, provided that Recipient does not know or have reason to know that such information was acquired by such third party directly or indirectly from The Purchaser under binder of Secrecy.

5. Nothing contained herein shall prevent the Recipient from communicating, on a need to know basis, such Confidential Information to its employees or directors or duly authorized agents as may be necessary to be disclosed pursuant to an Order of a Court of law/administrative agency of which a prompt written notice shall be given by the Recipient to The Purchaser to enable it to seek a protective order or otherwise prevent/restrict such disclosure AND THAT each such employee/directors/authorized agents, shall be bound to an obligation of confidentiality and nonuse

with respect to the Allahabad Bank's trade secrets at least to the extent that the Recipient is bound hereunder and the Recipient shall take appropriate action (by instructions, agreement or otherwise) to inform each of them about the confidential nature of the Information and about its obligations under this Agreement. The Recipient shall be responsible for any violation of this Agreement by its, directors/employees/authorized agents.

6. Recipient shall not print, reproduce or copy, including without limitation, store in any computer or electronic system) in whole or in part, any documents or any other media containing any Confidential Information, without the prior written consent of The Purchaser other than copies for its officers, directors/employees/authorized agents, who are working on the Assignment.

7. Recipient recognizes and agrees that in the event of breach or threatened breach of the terms of this Agreement by the Recipient and/or its agents, directors or employees, including without limitation the actual or threatened disclosure of the Confidential Information, The Purchaser will suffer irreparable injury and will have no adequate remedy in money terms and accordingly shall be entitled to injunctions against such breach in addition to other legal or equitable remedies available to it for such breach and for enforcement of this Agreement, all of which shall be deemed to be cumulative.

8. The Recipient shall not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information for the Purpose.

## **9. Miscellaneous Provisions**

### **a) Dispute Resolution**

Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a sole Arbitrator for Arbitration and the provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be Kolkata.

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

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 and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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 30 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.

The arbitrators shall hold their sittings at Kolkata.. The arbitration proceedings shall be conducted in English language. 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.

**b) Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India.

**c) Assignment**

Recipient shall not assign its rights or obligations under this Agreement except without the prior written consent of Allahabad Bank.

Any assignment or transfer of this Agreement made in contravention of this clause shall be null and void.

**d) Waiver**

No waiver of any provision of this Agreement shall be effective unless signed by Allahabad Bank. The failure of The Purchaser to exercise any right herein or to require any performance of any term of this Agreement, shall not prevent a subsequent exercise or enforcement of the term or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

**e) Entire Agreement**

This Agreement is the entire agreement between The Purchaser and Recipient and supersedes all prior representations and agreements between The Purchaser and Recipient on non-disclosure of confidential information.

No change, amendment or modification of any provision of this Agreement shall be effective unless set forth in writing and signed by both The Purchaser and the Recipient.

If any provision, or any part of a provision, of this Agreement is declared, or is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, then that provision or any such part of it shall, to that extent, be deemed not to form a part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

**f) Effective Date**

“In witness whereof the parties have hereunto put their hands and seal at Kolkata on day mentioned herein before” This Agreement shall be effective from the date of execution hereof.

Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For the Service provider) in presence of  
\_\_\_\_\_

Signed, sealed and Delivered by the

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



**(Letter of Authorization for attending RFP/Tender Opening)  
(To reach Deputy General Manager -DIT before date of RFP opening)**

**RFP Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019**

To

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

Subject: Authorization for attending tender opening on (Date) in the RFP of Selection of SMS Aggregator for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications.

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.

## **(Reverse Auction Process)**

RFP for Selection of SMS Aggregator for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications Reverse Auction through E-Procurement

### ➤ **General guidelines**

The detailed procedure and Business rules for the Reverse auction are as follows:

- The process of conducting the Reverse Auction will be done through M/s Antares Systems Limited.
- Only the technically qualified/short listed bidders will be invited to participate in the Reverse auction process that will be conducted by an Auction company authorized by the Allahabad Bank. Specific rules for this particular event viz., date and time, start price, bid decrement value, duration of event etc. shall be informed by Allahabad Bank, well before the event to the participating short listed bidders.
- The bidders should furnish indicative prices for the project in their Indicative Commercial Bid (ICB) ( Annexure XXI ) for finalizing the start bid amount for “Reverse auction”.
- The lowest Indicative commercial offer (total cost) or any price decided by the Allahabad Bank will be taken as the starting bid of the Reverse Auction and NOT for deciding the L-1 status. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse Auction process only.
- All participating bidders at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as detailed on the next day before 5 PM at Allahabad Bank, HO, Department of Information Technology, 2<sup>nd</sup> Floor, 2 N S Road , Kolkata - 700001. Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding Allahabad Bank' right to take any other action deemed fit, including claiming damages & “Black Listing” the bidder from participating in future Tenders that would be floated by the Allahabad bank for a period found fit by the Allahabad bank.
- Allahabad bank reserves the right to reject any or all proposals. Similarly, they reserve the right NOT to include any bidder in the final short-list, if found or otherwise proved to have furnished wrong details / documents, at any point of time.

- The Final Commercial Bid should give all relevant price information and should not contradict the Technical Bid and masked commercial bid in any manner.
- The bidder shall indicate on the appropriate Price Schedule, specifying the unit price of the proposed service to be delivered.
- The bidders are advised in their own interest, to quote the best possible offer for each of the item offered at the time of preparing ICB itself. The Indicative Commercial Bid and the final Commercial Bid shall be as per the Commercial Bid format as mentioned in Annexure.

### Reverse Auction Business Rules

- The Allahabad Bank proposes to conduct procurement through Online E-Auction subject to terms and conditions & schedule mentioned below:
  - THE URL: - [www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank)
  - Usage of Digital signature is mandatory for participating through this portal.
- **SCOPE OF AUCTION:** OFFER FOR APPOINTMENT for Implementation of “Selection of SMS Aggregators for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications” for Allahabad Bank.

Schedule of Program: On-Line Auction Date & Time	Date , Time of Auction Starting & Ending time inclusive of extension time to be informed to the shortlisted vendors by email/ on their given contact
Decrement Value	To be informed well before the Reverse Auction.
Prior extension time (minutes)	To be informed well before the Reverse Auction.
No. of Extensions & Extension time (minutes)	To be informed well before the Reverse Auction.

Online Auction Platform and Support Services will be provided by:

M/s Antares Systems Limited

For queries on Auction item, eligibility criteria, EMD, etc.:

Contact Persons from Antares Systems Ltd:

Contact Persons                      Mobile No.

Mr. Tousik                              09674758724

Mr. Kumar Chandan    09674758720

Mr. Kushal                              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)

### **Terms & Conditions of the Online Reverse Auction Definitions**

- **Buyer:** - Buyer referred herein, is the Allahabad Bank as defined in the Section I – IFB (1.1) of the main RFP document.
- **SERVICE PROVIDER:** “Antares Systems Ltd” is an e-auction service provider appointed by the Allahabad Bank to facilitate virtual auction. “Antares Systems Ltd” will only facilitate online auction solution to process Allahabad bank’s procurement needs and are considered as third party not particularly interested in the item/s being purchased/sold on behalf of Allahabad bank.
- **Bidder** – means the party or his authorized representative who has participated in the RFP/ Tender Process/ Reverse Auction, Technically qualified, having valid Digital Certificate, and willing to complying with all the instructions, terms and conditions of RFP.
- All notices to the bidders shall be sent by E-mail, during the process of this auction by Allahabad Bank and /or by the e-Auction service provider.
- All such notices sent by email by Allahabad Bank as well as by e-Auction services provider shall, therefore, be deemed as valid notices. Hence bidders are required to indicate their own corporate e-mail id.
- The bidders who are qualified for bidding prices of offered products (on the basis of evaluation of their technical offer) shall be required to participate in an electronic reverse auction process to submit their price quotations against the items covered by this tender within a limited time period on the date as announced by Allahabad Bank. Such bidders shall be allowed to participate in the reverse auction using their secured user id & password along with their digital signature to place their best bids during the auction period. The date & time for conducting the reverse auction will be duly communicated to qualified bidders in advance.
- Reverse auction is the simulation of the manual tendering process on the Internet. i.e., the eligible bidders/contractors can log on to the internet site specified by the Bank, using unique user Id & Password, which will be provided to them by the e Reverse auction service provider appointed by Allahabad Bank and place their price bids on-line. The eligible bidders will be provided training by e Reverse auction service

provider on the methodology of submitting the bids online. Instead of a onetime best price bid, the bidders shall now be able to interact and react on the spot to the changing competitive bids, taking advantage of the intrinsic transparency in the whole process.

- During eReverse auction process the bidders can respond on the spot to the price trends and can offer their competitive bids. The logged in bidders will know the prevailing lowest bid at any given point of time but not the identity of the other bidders.
- The bidders can place their bids from any place for which they need is a desktop computer with a browser interface and good internet connectivity.
- Suggested system configuration for computers to be used for online bidding:  
It is suggested that hardware and software of the following specification be used by the bidders for bidding so as to enable them to have better connectivity.
  - Processor Pentium IV and above PC/Laptop with USB Ports
  - Memory minimum 512 MB
  - Operating system
    - Windows XP Professional
    - Windows 2000 Professional
    - Windows Vista Professional
    - Windows 7 Professional
  - Browser: Internet explorer IE 8 and above
  - UPS: Suitable UPS for uninterrupted power supply.

The Allahabad Bank reserve their right not undertake any responsibility to procure any permission/license etc. in respect of the auction item, if it so desires.

#### **Eligibility of Bidders to participate in Reverse Auction:**

- Bidders, who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Format- **Compliance Statement**, can only participate in Reverse Auction related to the procurement for which RFP is floated.
- Bidders not submitting the above undertaking or submitting with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- Bidders should ensure that they have valid digital certificate class III (Mandatory for login and submit) well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
- The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
- Undertaking letter for acceptance of Business Rules for Online Reverse Auction and

Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format (**Compliance Statement**)

- Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction

#### **Training:**

- Bank will facilitate necessary training to representatives of all eligible Bidders for participation in Reverse Auction either on its own or through the Service Provider for the Reverse Auction.
- All rules & procedure related to Reverse Auction will be explained during the training.
- The Bank/Service Provider may also conduct a 'Mock Reverse Auction' to familiarize the vendor/s with Reverse Auction process.
- Date, Time, Venue etc. of training will be advised at appropriate time.
- Eligible Bidder / his authorized nominee have to attend the training as per the schedule and at the specified venue at his / Bidders own cost.
- No request from the Bidders for change in training schedule and/or venue will be entertained.
- However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.
- Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

#### **Reverse Auction Schedule:**

- The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders at two days prior to the Reverse Auction date.
- Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons therefore.
- Reverse Auction will normally be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.

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

#### **Bidding Currency:**

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

#### **Total Cost of Ownership**

- TCO refers to aggregate amounts payable by the Bank for transfer of ownership.
- The TCO shall encompass but not limited to following:
  - a) Cost of the equipment /products or services etc.
  - b) Annual Maintenance Charges/ SLA Cost/ATS/SA etc.
- The TCO for the project will be defined by the concerned department in the RFP/Bid Document.
- The L1 bidder is arrived at based on the lowest TCO in reverse auction
- Bank will pay the TCO price to the bidder as per the payment terms defined in RFP/Bid Document

#### **Start Price**

- Bidder needs to give their indicative sealed commercial Bid to the Bank.
- Bank shall determine the Start Price for Reverse Auction –
  - on its own and / or
  - Based on the indicative price information of Total Cost of Ownership (TCO) called for separately from each Bidder during conclusion of Technical Evaluation or at appropriate time before commencement of Reverse Auction.
- The start price of an item in online reverse auction is open to all the participating bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any bidder can start bidding, in the online reverse auction, from the decrement price. Please note that the first online bid that comes in the system during the online reverse auction cannot be equal to the auction's start price, and lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

#### **Decremental Bid Value**

- The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount.
- Bidder is required to quote his bid price only at a specified decremented value.
- Bidder need not quote bid price at immediate next available lower level, but it can be

even at 2 / 3 / 4 .....level of next available lower level.

### **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 whatsoever it may be) the service provider or bank is not responsible.
- In order to ward-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. The format of the agreement is as per the Format-Letter of Authority for Participation in Reverse Auction.
- Bank nor service provider / auctioneer is not responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

### **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.



### **MASKING OF NAMES**

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

Opening/ Starting Price for the auction

- Leading / Lowest Bid Price in Auction (only total price)
  - Last Bid Price placed by the respective Bidder.
  - Item Description
  - Time left for the auction
- Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process.
  - After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

### **Finalization of the Successful Bidder**

- At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup as per the RFP immediately within 24 working hours without fail to the Bank and to the Service provider for further proceedings.
- Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of bidder/vendor to conduct business with Bank as per prevailing procedure.
- Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 24 working hours without fail.
- Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future Tenders/ Auctions
- In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Banks standard practice.

### **Bidder's Obligation:**

- Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If

any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.

- Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

#### **Change in Business Rules, Terms & Conditions of Reverse Auction**

- Any change in the Business Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

#### **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 Chief of Audit Dept. 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.

#### **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.

**COMPLIANCE STATEMENT**

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

To

Date: -----

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

**DECLARATION**

- 1 We ..... (Name of the company) hereby confirm having  
  
Submitted our bid for participating in Bank's RFP **Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019** for Selection of SMS Aggregators for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications 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 honor 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:-

**(Letter of Authority for participation in Reverse Auction)**

To,

The Deputy General Manager  
**Allahabad Bank, Head Office,**  
**Department of Information Technology,**  
**2 Netaji Subhas Road**  
**Kolkata -700001, India**

**RFP Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019**

1. We \_\_\_\_\_ (name of the company) have submitted our bid for participating in Bank's RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_.
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.
4. We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
5. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honor the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name –

Company/ Organization

Designation within Company / Organization

Address of Company / Organization

Date:

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative:

Verified above signature

Signature of Competent Authority: \_\_\_\_\_

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

**References Sites Details**

**RFP Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019** Selection of SMS Aggregators for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications

Name of the Public/ Private Sector Banks where similar system is implemented by the bidder.

*(Separate sheets may be enclosed for different client(s))*

**Copy of related purchase order to be enclosed.**

Name of Implementation/Client	
Details of successful installation of systems:	
Bank's Contact details: Name Designation Mobile number Email	
SMS services are being provided since ___ years.	
Volume of SMS messages per day	
Volume of SMSes during the last 3 Financial Years	2015-16 2016-17 2017-18
Time taken for implementation	
Whether Bank can contact reference site to seek further information/ user experience	

Signature

Seal of Company

**Letter of Authority**

**(To be typed on the letterhead of the company)**

To:

The Deputy General Manager-  
Allahabad Bank, Head Office,  
Department of Information Technology,  
2 Netaji Subhas Road  
Kolkata -700001, India  
Dear Sir

**Re: Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019** Selection of SMS Aggregators for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications

We hereby authorise Shri/Smt \_\_\_\_\_, Designation \_\_\_\_\_ to submit the bid on behalf of our Company in response to your above mentioned RFP.

Authorised Signatory

Name:

Designation:

Office Seal:

Place :

Date:

**( to be submitted on company letter head )**

**ESCALATION MATRIX/ Service Support Details**

**RFP Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019** Selection of SMS Aggregators for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications

<b>Sr. No.</b>	<b>Particulars</b>	<b>Level-1 Escalation</b>	<b>Level-2 Escalation</b>	<b>Level-3 Escalation</b>
1		Name: Phone No: Cell No: Email :	Name: Phone No: Cell No: Email :	Name: Phone No: Cell No: Email :

Authorised Signatory

Name:

Designation:

Office Seal:

Place :

Date:



**( to be submitted on company letter head )**

**SELF DECLARATION FOR Non-Blacklisting**

**RFP Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019** Selection of SMS Aggregators for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications

No. \_\_\_\_\_

Date:

To:

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

Dear Sir:

**Re : RFP Ref No \_\_\_\_\_ dated \_\_\_\_\_**

We \_\_\_\_\_ who are established and reputable hereby confirm that our company should not have been black-listed for deficiency in service by TRAI or any registered Company/public or private sector banks/organization/RBI NPCI etc. during the last 3 years.

Yours faithfully,

(Name)

(Designation)

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Bid.

**( to be submitted on company letter head)**

**SELF DECLARATION FOR LEGAL OWNERSHIP OF APPLICATION PROVIDED FOR PROVIDING SMS SERVICES**

RFP Ref. No. **HO/DIT/SMS/2018-19/123** dated **07.02.2019** Selection of SMS Aggregators for incoming and outgoing messages (SMSs) to and from Allahabad Bank CBS system and other related applications

No. \_\_\_\_\_

Date:

To:

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

Dear Sir:

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (address of factory) 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 confirm to be Legal and Patent owner of the application/ software used for SMS Services.

We hereby extend our full guarantee and warranty as per Clause 19 of the Terms and Conditions of Contract for the goods and services offered by the above firm against this Bid Invitation.

Yours faithfully,

(Name)

(Name of manufacturers)

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Bid.

**(Enclose necessary documentary proof)**

**Pre-Bid Queries Form**

(Please note that all pre-bid queried need to be send by email in excel format only) [Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

<b>Sr. No.</b>	<b>Page #</b>	<b>Point / Section #</b>	<b>Category (Scope/Commercial/Legal/General)</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/ Suggestion/ Deviation</b>
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

**Indicative Price Schedule**

**RFP Ref. No. HO/DIT/SMS/2018-19/123 dated 07.02.2019**

Name of Bidder:

Address of Corporate Office:

**Quotations:-**

Sr. No.	Item	Cost of Domestic SMS (per one lakh SMSes in INR)
1	Transactional/Promotional High Priority SMS (Domestic )	
2	Promotional Low Priority SMS (Domestic )	

Total Cost.

Total Cost <b>(1+2)*</b> (In Rs.)	
-----------------------------------	--

\* L1 will be decided by the Rate quoted for One lakh SMSes at the end of online reverse auction and payment will be made as per actual usage on pro-rata basis at the rate of per SMS. Rate per SMS will be derived by rate quoted for One lakh SMSes.

**Cost of SMS on overseas numbers will be maximum 10 times of cost of SMS for domestic numbers quoted above, which will not be reckoned for L1**

Rate per SMS to be quoted including all other taxes and charges excluding GST/Cess. Applicable TDS will be deducted from the payment. SMS volume for one month, as mentioned in the commercials, is purely on approximate estimation which is mentioned for evaluation purpose of the commercial bid only.

Any change in cost (due to change in TRAI guidelines or any statutory /regulatory authority) shall be considered.

Authorised Signatory:

Office Seal:

Name and Designation:

**INTEGRITY PACT**

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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(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 I Contractors I 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) I Contractor(s) I 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 dependant 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)