



ALLAHABAD BANK

REQUEST FOR PROPOSAL
FOR
ENGAGEMENT OF CONSULTANT FOR CBS RENEWAL AND IT
INFRASTRUCTURE REFRESH IN ALLAHABAD BANK

RFP Ref. No.: HO/DIT/CBS/Consultant/2018-19/112 dated: 18.08.2018

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Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

"ADF-CDR"- Automated Data Flow-Central Data Repository

"ATS" - Annual Technical Support

"AMC" – Annual Maintenance Contract

"BFSI"- Banking Financial Services and Insurance

"BOM" -Bill Of Material

"BU" - Business Utility

"CBS" - Core Banking Solution

"CBSO" – Core Banking Solution Office which is located at Mumbai

"CPU" - Central Processing Unit

"CVC" - Central Vigilance Commission

"DC" - Data Centre of the Bank which is located at Mumbai.

"DMS"- Document Management System

"DRS" – Disaster Recovery Site which is located at Lucknow

"FM" – Facilities Management

"Gbps" - Giga bits Per Second

"GoI" - Government of India

"HO" – Head Office, which is located at Kolkata

"INDAS"- Indian Accounting Standards

"LOS"- Loan Origination System

"NDR"- Near DR

"OEM"- Original Equipment Manufacturer

"PSB"- Public Sector Bank

"RRB"- Regional Rural Bank

"SI" - System Integrator

"SCB"- Scheduled Commercial Bank

"SLA" - Service Level Agreement

"SoW"- Scope of Work

"TCO" - Total Cost of Ownership



SECTION- A- INVITATION FOR BID (IFB)

1 INVITATION FOR BIDS

- 1.1 ALLAHABAD BANK, established in 1865 and nationalized in the year 1969, is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at 2 N.S. Road, Kolkata, hereinafter called "The Purchaser" or "Bank", which expression, unless it is repugnant to the context or meaning thereof be deemed to mean and include its successor and assign. The Bank, a leading public sector undertaking listed in BSE/NSE, intends to issue this Bid document, hereinafter called Request For Proposal, or "RFP", to select a suitable technical consultant who will provide Consultancy Services for the scope defined in this tender document, with regard to renewal of CBS agreement, procurement and implementation of core/periphery infrastructure refresh.
- 1.2 ALLAHABAD BANK invites sealed Technical bid in physical form and Commercial bid through the online reverse auction from eligible bidders for providing consultancy services for renewal of CBS agreement, procurement and implementation of core/periphery infrastructure refresh.
- 1.3 A complete set of Request for Proposal (RFP) can 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 INR 5000/- (INR Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of Allahabad Bank payable at Kolkata. The bidders who purchase the RFP in their name only are eligible for submission of bid.
- 1.4 The RFP can be obtained from the following address during office hours on all working days during the RFP sale period between 10 AM to 5 PM either in person or post.

The Chief Manager- (IT)
Dept of Information Technology
Allahabad Bank, Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA
Phone No. - 033-22319471, 2231 9472

- 1.5 A complete set of RFP for the above purpose can also be downloaded from Bank's official website (www.allahabadbank.in) or E-tendering portal (www.tenderwizard.com/abbank).
- 1.6 The bidders who have downloaded the RFP from above website, is required to submit a non-refundable fee of INR. 5000/- in the form of DD or Banker's cheque, in favour of Allahabad Bank payable at Kolkata, during office hours within the last date and time of submission of bid, failing of which the bid of the concerned bidder will not be entertained. The hard copy of this document (RFP) procured from the bank only, will be treated as authenticated copy for all purposes.



1.7 The Bid Details are as follows :

Sl. No.	Items	Details
1.	Bid Reference	HO/DIT/CBS/Consultant/ 2018-19/112 Date: 18.08. 2018
2.	Price of RFP (Not Refundable)	Rs. 5,000/-
3.	Date of commencement of sale of RFP	18.08.2018 11:00 Hrs
4.	Last Date for sale of RFP	04.09.2018 11:00 Hrs
5.	Date and time for Pre-Bid Meeting	22.08.2018 15:30 Hrs
6.	Last Date & Time of Submission of bids	04.09.2018 15:00 Hrs
7.	Date and Time of Opening of Technical Bids	04.09.2018 16:30 Hrs
8.	Date and Time of Opening of Commercial Bids (reverse auction)	To be notified subsequently to the technically qualified Bidders
9.	Place of submission and opening of Bids	The Chief Manager- (IT) Dept of Information Technology Allahabad Bank, Head Office 2, Netaji Subhas Road Kolkata- 700001 (West Bengal), INDIA
10.	Address for Communication and Pre-Bid Meeting	Same As Above Phone No. - 033-22319471, 2231 9472 Email: hodit.hardware@allahabadbank.in

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

The Bidder has to submit soft copy of the complete Technical Bid, Indicative Commercial Bid and Compliance to Eligibility Criteria in Microsoft Office / Open Office format on CD / DVD along with the hard copy of technical bid.

1.9 All Technical Bids must be accompanied by a Bid Security for INR 4,00,000/- (INR Four Lac only) as specified in Annexure- 04 and must be delivered at the above office on or before specified date and time indicated above. This security will remain in force up to and including 60 days after the period of the bid validity.

1.10 MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs, the provisions as per Government of India shall be considered while evaluating the tender.



- 1.11 Each Bidder is eligible for submitting only one Bid in response to this RFP.
- 1.12 Technical Bids will be opened in the presence of the Bidder's representatives who choose to attend on the specified date and time. Technically qualified bids will be taken up for further processing and the Indicative Commercial Bids of technically qualified Bidders will be opened in the presence of the technically qualified Bidder's representatives on separate date and time, which will be notified separately.
- 1.13 No further discussion/ interface will be granted to Bidders whose bids have been disqualified.
- 1.14 Allahabad Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever
- 1.15 In case of any discrepancy noticed within the RFP at a later stage, the discretion of the Bank shall prevail and be binding on the Bidder.
- 1.16 Disclaimer
 - The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the evaluation process detailed in the RFP.
 - While this section is a Preface to the entire document, the following sections are meaningfully segregated for better understanding of the document. The section headings or any other headings do not have any contractual sequence and the submission of responses should be based on the total understanding of the document.
 - The responses should be comprehensive enough to cover the requirements envisaged in the document and all supporting Annexure. The Bidder is advised to consult the RFP document and all its supporting Annexure to arrive at a solution for proposing to the Bank, and in developing technical and commercial responses.
 - The RFP for all intents and purposes is final. However, Bank reserves the right to bring about any changes in requirements / scopes and the same will be communicated to the Bidders well in advance so as to allow the Bidders sufficient time to prepare their proposal.



SECTION- B- INSTRUCTION TO BIDDERS (ITB)

2 ABOUT ALLAHABAD BANK

- 2.1. Allahabad Bank ('the Bank') was established on 24th April 1865 in Allahabad. In the year 1969, the Government of India nationalized 14 commercial banks and Allahabad Bank was one of them. For operational convenience, the Head Office of the Bank was shifted from Allahabad to Kolkata in 1923.
- 2.2. The core infrastructure for the Core Banking Solution (CBS) is hosted at the Data Centre (DC) and Disaster Recovery Site (Lucknow). The DC is hosted at the premises of Ctrl-S Data Centres Limited (Navi Mumbai). The DRS is hosted at Bank's own premises at Lucknow.
- 2.3. The Bank is a leading Public Sector Commercial Bank based in India. The Bank has implemented Core banking Solution B@ncs24, with TCS as the systems integrator for the project. The Bank has also implemented various other related applications as part of the CBS project e.g. Cash Management System (CMS), Forex & Trade Finance, Human Resources Management System (HRMS), Anti-Money Laundering (AML), Government Business, Internet Banking, General Ledger, etc.
- 2.4. As on June 30, 2018, the Bank has a network of around more than 3300 Domestic Branches/Offices. The Bank also has an Overseas Branch at Hong Kong.
- 2.5. The Bank has Core Banking Solution Office (CBSO), Data Center (DC) & Near Disaster Recovery Site (Near DR) in Navi Mumbai, IT Innovation Centre (ITIC) in Kolkata and DR Site in Lucknow.
- 2.6. The CBS software is Bancs24, supplied and maintained by M/s Tata Consultancy Ltd (TCS). Core Infrastructure for the Centralized Banking Solution is hosted at the Data Center (DC) and Disaster Recovery Site (DRS). DC & DRS are operational on 24 x 7 basis and have necessary infrastructure for that.

3 INTRODUCTION

3.1. Background

- 3.1.1. The existing contract with the CBS systems integrator, M/s Tata Consultancy Services (TCS) was signed on 07.04.2014 and is valid upto 06.04.2019. The Bank needs to initiate the process for drafting the revised agreement and other terms & conditions including that related to facility management (FM) services.
- 3.1.2. The Bank had also, as part of the CBS implementation project, put in place a hardware infrastructure designed to support business requirement for a period of seven years. Taking into account technology obsolescence and cost-benefit analysis, the Bank carried out CBS hardware Refresh in the year 2012 for all the core servers supporting the Core Banking Solution and related infrastructure providing storage functionality.



Since most of the Hardware setup (2006 & 2012 procured) of DC and DRS is of old generation and going to be declared "End of Life", it is necessary to conduct a comprehensive refresh of Hardware and software setup of DC and DRS to meet the requirement of next 5 years by 31-07-2019, for which technical expertise of an experienced consultant is necessary.

3.2. Objective:

Bank intends to select a suitable consultant, through an open tendering process, for assisting in the Core Banking Solution (CBS) contract renewal process and procurement of core/periphery infrastructure refresh of the Bank. This RFP seeks to engage a consultant who has the capability and exposure in the field of assisting in the renewal process of CBS contract, procurement and implementation of core/periphery infrastructure refresh in CBS.

4 ELIGIBILITY CRITERIA

The Bidder is required to meet the following eligibility criteria and submit the relevant documents as per Annexure – 03. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents/ documentary evidence is liable to be rejected.

Sl. No.	Eligibility Criteria	Documentary Evidence to be submitted to the Bank
1	The bidder must be a registered company with existence of Five (05) years as on 31.07.2018, under the Companies Act 1956 or registered Partnership Firm under Partnership Act 1932 and have registered office in India. In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account.	Copy of registration document, Certificate of Incorporation & Addresses of registered and corporate offices
2	The bidder should have a minimum annual turnover of at least Rs. 50 crores in the past three years from Indian operations and should have made profits after taxes for minimum 2 (two) of last 3 (three) years i.e. 2015-16, 2016-17 & 2017-18. However bidder should have a positive net worth in last two years i.e. 2016-17 & 2017-18. Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).	Copy of Audited Balance Sheet and Profit & Loss Statements for financial years 2015-16, 2016-17, 2017-18 should be submitted along with certificate duly certified by the Chartered Accountant as per Annexure- 19 Note: In case Audited /Provisional Financial statement is not available for the year 2017-18, bidder's eligibility for the clause will be considered based on the financial statement for the year 2014-15, 2015-16 & 2016-17.
3	The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company/organization operating in	An undertaking to this effect is to be submitted by the bidder as per Annexure- 14



	India, at the time of submission of bid.	
4	<p>Bidder should have prior/ongoing experience in at least one Scheduled Commercial Bank, performing end to end consultancy services in any one of the following areas in India:</p> <ol style="list-style-type: none"> 1. Core Banking vendor Evaluation and selection Or 2. Core Banking Renewal Contract Or 3. Core Banking Hardware Replacement/Refresh <p>Note: 1. The bidder showcasing experience of ongoing projects would be eligible. However the weightage of marks will be less. Bidder experience is considered based on ongoing projects, then at least the proposed senior level resource should have handled above such project(s) in the current or earlier companies.</p>	<p>Successful completion certificate or credential letter(s) containing satisfactory services rendered or engagement letter from Scheduled Commercial Bank to that effect needs to be furnished.</p> <p>If Bidder experience is considered based on ongoing projects, then bidder needs to submit the CV with the relevant details to substantiate the experience of the proposed senior level resource, duly authenticated by company secretary/HR Head.</p>
5	<p>The resources proposed for the engagement should have the following experience:</p> <p>(a) Partner / Director / Senior Resource proposed for the Bank should have 10+ years of experience in the industry of which 5+ years should be in the field of consultancy. The resource should have handled at least two project of value Rs.30 Crores each in BFSI sector as on 31.07.2018</p> <p>(b) Manager / Middle-level Resource Minimum One (01) resource each having 8+ years of experience in the industry of which 3+ years should be in the field of consultancy. The resource should have handled at least one project of value Rs.20 Crores in BFSI sector as on 31.07.2018.</p> <p>(c) Assistant Manager / Junior-level Resource Minimum Two (02) resources each having 5+ years of experience in the industry out of which 2+ years should be in the field of consultancy. The resource should have handled at least one project of value minimum Rs.10 Crores in BFSI sector as on 31.07.2018.</p>	<p>Bidder need to submit the CV with the relevant details to substantiate the experience of the proposed resources as per the clause, duly authenticated by company secretary/HR Head.</p>

Note:

- End to end consultancy services would only mean credentials where the technology consultant has been involved from IT strategy formulation, to defining specifications, to vendor evaluation and selection to project management of the technology and core banking solution.
- Only Scheduled Commercial Banks in India (excluding Regional Rural Banks and Co-operative Banks) having 1500 or more Branches will be considered for Evaluation.

Onsite Resource Deployment matrix

- Partner / Director / Senior-level resource
 - Board level presentations



- Attending meetings involving General Managers and above
- Participation in Negotiation Committee meetings with vendors
- Manager / Middle-level resource
 - Participate in departmental / technical committee-level discussions
 - Discussions / meetings on Evaluation, Contract Finalization and SoW
- Assistant Manager / Junior-level resource
 - Document / Report Preparation
 - Document Finalization
 - Participation in end-user discussions

5 PERIOD OF CONTRACT

The consultancy services will be for a period of one year from the date of contract or till completion of project whichever is later.

6 SCOPE OF WORK

The scope of this RFP envisages providing end to end technical expertise, guidance and assistance to the Bank in renewal of CBS contract for a further period of 5 years and consulting/advisory services for procurement and implementation of core/periphery infrastructure refresh. In this regard, the consultant is expected to provide assistance to the Bank in reviewing/analyzing the existing IT infrastructure of the Bank and formulating comprehensive strategy / plan for core hardware refresh, contract finalization with the systems integrator and manage the implementation of CBS project extension. The services of the consultant will be engaged for a period of one year or till the completion of the project, whichever is later.

The selected consultant would be required to make presentations/ demos / workshops to different groups of users/committees as and when required by the Bank.

Broad Scope of Work

The broad scope of work of the appointed consultant would be as follows:

Sl. No.	Broad Scope of Work
6.1	Review the existing IT infrastructure and proposing a roadmap / strategy for upgradation / replacement of components
6.2	Assist the Bank in the end-to-end CBS contract renewal with the System Integrator
6.3	Providing consultancy/advisory services for procurement and implementation of complete core/periphery infrastructure refresh

The Bank expressly stipulates that the consultant's selection under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment. The consultant shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required from time to time and requirements made known by the bank during the period of the contract.



Based on the defined scope, the consultant shall be required to independently arrive at the methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource requirements.

The scope of work specified is a fixed price contract and no additional fees other than what have been quoted by the consultant would be payable by the Bank.

The Bank expects the consultant to complete the entire assignment across a period of 12 (Twelve) months from the date of contract. The scope to be undertaken by the consultant for entire consultancy assignment during the contract period is detailed as below :

6.1 Formulation of IT Strategy/Roadmap

Milestone	Broad Activities (Tentative but not Exhaustive)	Output / Deliverables
Review of Bank's existing Infrastructure	<ul style="list-style-type: none"> Review Bank's existing technology with that of peers. Review Bank's existing IT infrastructure including network & security infrastructure. This should include various type of IT setups such as DC, DRS, NDR, CTS Grids, FGM, ZO and treasury etc Vetting of existing ADF-CDR setup along with recommendation on requirement of additional tools and hardware etc. Identify gaps, if any and assist in defining methodology for bridging up the gaps to ensure that the Bank is at par with peers in the industry. Besides Hardware, Network & Security it should include Software gaps viz. Upgradation of existing softwares like SAS, Bancs, Trade finance, Biometric, DMS etc and all other regulatory requirements like INDAS, Data/Aadhaar vault, Database Security etc. Comprehensive Strategy/plan for CBS data Archival and Retrieval Solution. Comprehensive Strategy/plan for Branch Server Architecture. Comprehensive review of DR build (Electrical, Building Management Services etc). Propose technology strategy & prepare IT roadmap for next 5-7 years 	<ul style="list-style-type: none"> Report on review of Technology Comprehensive IT Strategy Report (including implementation roadmap)
Identification of key deliverables like hardware, software, licenses, services, etc.	<ul style="list-style-type: none"> Identification of Hardware, Network & Security, Software, Licenses, and Facility Management Services , ATS, AMC etc deployed/available at DC, DR, NDR, CBSO , Integrated treasury, Payment Gateway across all applications and infrastructure components Identification of components that would require upgrade, replacement, enhancement. 	Detailed Report on deliverables, evitable and inevitable along with recommendations
Identification of inevitable	<ul style="list-style-type: none"> Identification of inevitable components and services like hardware, Network & Security, 	



components and services	software, licenses etc. which are to be renewed with existing Systems Integrator/s in compliance to prevalent CVC guidelines. <ul style="list-style-type: none"> The identification process should not have any impact in continuity of the Bank's business. 	
Identification of evitable components and services.	Identification of evitable components and services that may be required to be procured through open tendering process.	

6.2 For assisting the Bank in the end-to-end contract renewal with the System Integrator and consulting/advisory services for procurement of core/periphery infrastructure refresh.

The consultant is expected to provide on-site management assistance to the Bank for end-to end contract renewal with the System Integrator and consulting /advisory services for refresh and procurement of core/periphery infrastructure. This phase of the project is anticipated to last over a period of 6 (Six) months from the date of signing the contract. The scope of work expected to be performed by the consultant is as follows:

Contract Renewal with the system Integrator

Milestone	Broad Activities (Tentative but not Exhaustive)	Output / Deliverables
Completion of Existing contract review	<ul style="list-style-type: none"> Understand the current contractual obligations of the system integrator. Understand the contractual formalities between the Bank and the System Integrator. Benchmark the performance of the system integrator and key deliverables with the contract and provide a report on the gaps in the contractual obligations and key deliverables of the system integrator vis-a-vis the contractual obligations. Assist the Bank in closing the gaps identified above with the system integrator. Review the end to end version upgrades and migration proposed in CBS architecture including optimization of CBS Branch Server architecture. Review and prepare the CBS archival policy document. 	<ul style="list-style-type: none"> Bench mark and Gap Assessment Report Complete Closure of identified Gaps Gap Closure Report (as a continuation of the Gap Assessment Report) Review of existing CBS contract and report on status of SI vis-à-vis contract deliverables
Carry out price discovery	<ul style="list-style-type: none"> Prepare the price discovery for each inevitable item/service based on the market prices / prevailing contract prices and provide the report with detailed justifications / calculations with recommendation for consideration by the Bank negotiation team. Presentation before the Bank's negotiation committee with detailed approach to be adopted in the 	Price Discovery Report with detailed justifications / calculations with recommendation for consideration by Bank's negotiation team



	<p>negotiation meeting.</p> <ul style="list-style-type: none"> • Participation in the negotiation meetings between SI and Bank's negotiation committee. Prepare final report along with recommendation for consideration by the Bank. 	
Strategy and Scope Document	<ul style="list-style-type: none"> • Define the strategy for contract Renewal taking into consideration the bank's requirements, CVC guidelines and other statutory & regulatory guidelines/compliance. • Defining the scope document [Bill of Materials] • Define service levels to be incorporated in the contract • Define the strategy for new version upgrades and migration proposed in CBS architecture including optimization of CBS Branch Server architecture. • Define the strategy for CBS Archival solution. 	<ul style="list-style-type: none"> • Complete Scope document • Strategy document for Contract Renewal and identification of documents requiring replacement / upgradation
Negotiations	<ul style="list-style-type: none"> • Complete Evaluation of Technical Bill of Material • Complete Evaluation of Services and other deliverables • Complete Price discovery and negotiations 	<ul style="list-style-type: none"> • Detailed Report on Negotiations (including Minutes of Negotiation Meetings) • Technical BOM evaluation report
Finalization of Contract	<ul style="list-style-type: none"> • Work with the Bank's legal team in formulating the complete contract for the system integrator and execution of final contract • Facilitate execution / signing of contract and Non-disclosure Agreement which would include all the services, terms and conditions to be extended as prescribed by the Bank 	Draft Contract for signing with SI
Acceptance of all deliverables covered in the contract	<ul style="list-style-type: none"> • Define the implementation plan along with the system integrator. • Define the implementation plan of end to end version upgrades and migration along Optimization Branch Server architecture. • Define the implementation plan of data archival solution. • Design the acceptance criteria for each application and component that needs to be deployed / upgraded at the data centre, disaster recovery site and Near DR site. • Finalize the acceptance criteria with the system integrator or OEM's and perform the acceptance of all the third party applications and equipments at the data centre, disaster recovery site and Near DR site for all applications covered under the scope of the system integrator for the following : • Provide an acceptance report to the Bank. • Assist the Bank in resolving the gaps 	<ul style="list-style-type: none"> • Implementation Plan • Acceptance Report



	<ul style="list-style-type: none"> observed during acceptance testing. Re-validate the closure of the gaps and provide a compliance report. 	
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6.3 Core/periphery infrastructure refresh

Milestone	Broad Activities (Tentative but not Exhaustive)	Output / Deliverables
Assessment of Requirements	<ul style="list-style-type: none"> To finalize the Hardware, Network & Security Components, Software, Services etc required considering the evitable items identified in IT Strategy & Roadmap along with others as decided by the bank. Assessment and finalization of overall sizing requirements, Licensing requirements to meet the next 5-7 years overall growth and transaction volumes etc. Define the procurement approach taking into consideration the bank's requirements, CVC guidelines and other statutory & regulatory guidelines/compliance. Prepare a framework which will include review of various options depending on best fit option. 	Detailed Report on Infrastructure Refresh Requirements and Procurement Plan
RFP Preparations	<ul style="list-style-type: none"> Define functional and technical requirements/specifications of all technology components. Define Service levels and SLA Parameters. Define and prepare single/multiple RFPs as per the agreed strategy. 	Draft RFP Document/s including SLA guidelines
Vendor Evaluation and Selection	<ul style="list-style-type: none"> Participation in Pre-Bid meeting/s, Preparation of response to Pre-Bid queries and amendments. Assist the bank in Tender Opening. Complete Technical Evaluation and Commercial Evaluation of the bidders Short listing of final vendor/s Contract Finalization 	Related Reports on Vendor Evaluation etc.
Acceptance of Deliverables	<ul style="list-style-type: none"> Define the implementation plan along with the system integrator. Design the acceptance criteria for each application and component (Hardware, Network & Security, etc.) that needs to be deployed / upgraded at the data centre, disaster recovery site and Near DR site. Finalize the acceptance criteria with the system integrator or OEM's and perform the acceptance of all applications and components at the data centre, disaster recovery site and Near DR site. Provide an acceptance report to the Bank. Assist the Bank in resolving the gaps observed during acceptance testing. Re-validate the closure of the gaps and provide a compliance report. 	Acceptance Report on Deliverables



The consultant should submit reports at each and every stage (s) of the project along with their justification and clear recommendation which should comply with CVC and statutory guidelines. Furthermore, the consultant shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required from time to time in line with requirements made known by the Bank during the period of the contract.

The scope of work specified is a fixed price contract and no additional fees other than what been quoted by the consultant would be payable by the Bank.

7 TIMELINES AND SERVICE LEVEL AGREEMENT PENALTIES

The Bank expects successful bidder to perform all the activities and related roles timely and should provide output/deliverables in time bound manner. The timelines for completion of major activities along with SLA penalty are outlined below:

Sr.No	Activity	Timeline	SLA Penalty
1	Review of existing IT Infrastructure and finalisation of IT Strategy Roadmap	Within 45 working days of Contract signing	1% of Contract price for each week of delay
2	Finalisation of all Eitable and Inevitable items	Within 10 working days from completion of Activity1.	1% of Contract price for each week of delay
3	Assessment and Finalisation of sizing and price discovery of all Eitable items for budgeting	Within 10 working days from completion of Activity2.	1% of Contract price for each week of delay
4	Assessment and Finalisation of price discovery of all inevitable items for budgeting	Within 20 working days from completion of Activity2.	1% of Contract price for each week of delay
5	Finalisation of Scope of Work, SLAs and terms & conditions for all inevitable items to be included in CBS Renewal Contract	Within 20 working days from completion of Activity4.	1% of Contract price for each week of delay
6	Finalisation of RFP documents for evitable items considered to be procured through open tendering	Within 30 working days from date when Bank confirms items to be procured and give go ahead	1% of Contract price for each week of delay
7	Technical Evaluation Reports of Bids.	Within 15 working days from the date of opening of bids	1% of Contract price for each week of delay
8	Draft Agreement for CBS Contract Renewal	Within 10 days from the completion of negotiations.	1% of Contract price for each week of delay

The SLA penalties will be recovered from the payments due to the consultant or from Performance Bank Guarantee. The overall cap for penalty would be 10% of the overall contract amount and thereafter the contract may be cancelled. Prorata of penalty would be considered for part duration of the week. Bank working/analysis period will be exclusive of bidder's timelines.



8 LANGUAGE OF BID:

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

9 NON-TRANSFERABLE TENDER:

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

10 ERASURES AND ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except what is necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid

11 PRE-BID MEETING:

- 11.1. The prospective bidders, who have purchased a copy of the RFP or submitted the bid price (for downloaded RFP), shall be permitted to attend a pre-bid meeting to be held as indicated in the Invitations for Bids. Upto a maximum of 2 (two) representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However, the Bank, at its discretion, may permit any additional representative of any prospective bidder to attend the pre-bid meeting.
- 11.2. All the pre-bid queries of the bidders should be submitted as per Annexure-08 to the Bank at least one day before the scheduled pre-bid meeting i.e. on or before 21.08.2018.
- 11.3. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised upto that stage. The issues/questions to be raised must be in writing. The Bank will have the liberty to invite any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 11.4. Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting or elsewhere, shall be made by the Bank exclusively through the issue of an Addendum and will be sent to all prospective bidders who have purchased the RFP.
- 11.5. Authorisation letter to be submitted as per Annexure-07
- 11.6. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.



12 AMENDMENT OF RFP:

- 12.1 Any modification of the RFP, which may become necessary, as an outcome of the Pre-bid Meeting or otherwise, shall be made by the Purchaser exclusively through the issue of an Addendum/ Corrigendum.
- 12.2 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment.
- 12.3 All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail and will be binding on them.
- 12.4 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

13 TENDER SUBMISSION GENERAL DETAILS

13.1 Tender Document and Fee:

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with non-refundable fee of Rs.5,000/- (Rupees Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of Allahabad Bank, payable at Kolkata .

The Chief Manager- (IT)
Dept of Information Technology
Allahabad Bank, Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA

Email – hodit.hardware@allahabadbank.in

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

The Bidder may also submit the non refundable fee of Rs. 5000/- in the form of Demand Draft or Banker's Cheque in favour of Allahabad Bank, payable at Kolkata at the time of submission of the technical bid, failing which the bid of the concerned Bidder will be rejected

13.2 Bid Security-

- The Bidder shall furnish a Bid Security (as per Annexure- 04) for Rs.4,00,000/- (Rupees Four Lakhs only), as a part of their bid. The bid security is required to protect the Purchaser against risk of Bidder's conduct during the period of bid validity.



- The Bid Security will be in the form of a bank guarantee issued by any Scheduled Commercial Bank (other than Allahabad bank) located in India in the format of Annexure-04 of RFP
- The bid security shall be denominated in the INDIAN RUPEES only
- The Bid Security will have to be submitted with validity for a period of 180 days (from the date of opening of Technical Bid) + 60 days. A bid valid for a shorter period may be rejected by the purchaser as non responsive. Non submission of bid security will lead to rejection of the offer
- The bid security may be forfeited under the following circumstances:
 - (a) If a Bidder withdraws its bid during the period of bid validity;
 - Or
 - (b) If Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information and/or
 - (c) In case of the Successful Bidder, if the Bidder fails or refuses:
 - i) to sign the Contract in accordance with RFP;
 - Or
 - ii) to execute, perform with the terms and conditions of RFP and contract RFP
 - Or
 - iii) to furnish performance security in accordance with RFP
- The bid security of unsuccessful Bidders will be discharged / returned after the completion of Bid process, whereas the bid security of finally selected bidder will be discharged / returned after the signing of contract and submission of performance security.

13.3 Performance Security:

The successful bidder will have to give Performance Bank Guarantee for 10% of the contract price while submitting the contract. The performance Bank guarantee should be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by Public/Private Sector Bank in India (other than Allahabad Bank) acceptable to the Bank as per Annexure 05 provided in the Bid. The validity of the Performance Bank Guarantee should be for a period of 1 year + 180 days from the date of notification of award. The selected Bidder will be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non completion of project.

The Performance Security may be invoked in case of failure of Bidder to meet the performance obligation. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their



contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

14 TWO BID SYSTEM TENDER (e-Tendering)

Bidders are required to submit the Sealed Technical Bid (in addition to the documents pertaining to eligibility criteria) along with the sealed indicative Commercial Bid in physical form on or before the last date and time mentioned in the RFP. However for the actual commercials, the Bank shall be conducting a reverse auction process (through e-Tendering portal), the date and time for the same will be informed to technically qualified Bidders.

The bidder will take care of submitting the Bid properly filed so that the papers are not loose. The Bids, which are not sealed as indicated above, may be liable for rejection. The tender not submitted in the prescribed format or incomplete in any aspect is liable for rejection. The Bank is not responsible for non receipt of bid within the specified date and time due to any reason including postal delays or Holidays.

14.1 Submission of Technical Bid

14.1.1 The Bidders shall prepare two copies of the Technical Bid (including Eligibility Criteria, Technical Offer and Indicative Commercial Bid in sealed envelope) and shall seal the bids in two different envelopes clearly marking each "Original Technical Bid" and "Copy Technical Bid" as appropriate. Bidder shall then seal both the bids i.e. "Original Technical Bid" and "Copy Technical Bid" in a single envelope which should be marked as "TECHNICAL BID for Engagement of consultant for CBS Contract Renewal and IT Infrastructure Refresh". In the event of any discrepancy between them, the original shall govern. Original copy of Bid Security should be submitted with the Original Technical Bid. If above bid is found not properly sealed, the bid is liable for rejection. In addition to the above marking, the envelope must be super-scribed with the following information –

- RFP Reference Number
- RFP for engagement of consultant for CBS Contract Renewal and IT Infrastructure Refresh in Allahabad Bank
- 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

14.1.2 The original and the copy bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract

14.1.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid and it has to be reported to Bank during the Bid Opening; failing which such erasure/correction will not be acceptable to Bank. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialed by the person or persons signing the bid.



- 14.1.4 All the formats need to be filled in exactly as per the pro-forma given in the Annexure and any deviation is likely to cause rejection of the bid.
- 14.1.5 The Bank shall not allow/permit changes in the technical specifications once it is submitted.
- 14.1.6 The offer may not be evaluated by the Bank in case of non adherence to the format or partial submission of technical details as per the format given in the RFP.
- 14.1.7 Non submission or partial submission of the information along with the offer could result in disqualification of the bid of the concerned bidder.
- 14.1.8 The bidder will also be required to submit a copy of the RFP and its addendum (if any), duly stamped and signed on each page by the authorized person of the bidder's company
- 14.1.9 A soft copy of the duly signed documents of the technical bid shall be submitted along with the technical bid in "PDF" format in CD/DVD along with technical bid
- 14.1.10 "Copy Technical Bid" should contain all the documents/Annexure as submitted in the "Original Technical Bid" except original Bid Security
- 14.1.11 The Technical Bid must not contain any price information with respect to its commercial offer.
- 14.1.12 The Technical Bid must be made in an organized and structured manner in the following form:
 - i. Table of Contents (Annexure-01)
 - ii. Tender Forwarding (Annexure-02) letter/ Bid Form in Company's letter head duly signed by authorized signatory with name, title and seal (Copy of Power of attorney to be submitted)
 - iii. Eligibility Criteria (Annexure-03) along with all the relevant supporting documents like Audited financial statements, Customer credentials, and any other supporting document as mentioned in the Annexure.
 - iv. Valid Bank Guarantee as Bid security (Annexure-04)
 - v. Letter giving details of authorized representatives (Annexure 07)
 - vi. Bidder's Information (Annexure-11)
 - vii. Details of Offices (Annexure 12)
 - viii. Escalation Matrix (Annexure 13)
 - ix. Letter of Confirmation (Annexure-14)
 - x. Bidder's proposed methodology/approach for providing services to the bank with respect to the scope of consultancy work (Annexure-15)
 - xi. Letter of Authority to participate in reverse auction- Annexure 17
 - xii. Business Rules for Reverse Auction- Undertaking to accept annexure 18
 - xiii. Bidder Turnover and profits (Annexure 19)
 - xiv. Deviation Statement/ No deviation Bid (Annexure 20),



- xv. Valid Bank draft as RFP document price if tender document is downloaded from Bank's website
- xvi. CD (R)/ DVD which contains soft copy of technical bid
- xvii. RFP and addendums (if any) signed and stamped
- xviii. Copy of technical bid
- xix. Other documents / information as requested in this RFP

14.1.13 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid except for un-amended printed literature shall be numbered serially and initialed by the person or persons signing the bid.

14.1.14 The Bidders shall seal the original and copy bids separately.

14.1.15 All the inner and outer envelopes shall be addressed to the Bank at the address given below:

The Chief Manager- (IT)
Dept of Information Technology
Allahabad Bank, Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA

14.1.16 If any inner envelope is found to contain both technical and commercial bids, then that bid will be rejected summarily.

14.1.17 Telex, Cable, Facsimile or E-mail Bids will be rejected.

14.2 Submission Of Indicative Commercial Bid & Reverse Auction (E-Tendering)

14.2.1 The Bidders should enclose a sealed copy of the Indicative Commercial Bid (as per the format provided in Annexure 16 with the prices along with the Technical Bid, duly signed and stamped by the authorized signatory, latest by last date and time of submission of bids..The Indicative Commercial Bid should contain the Price Information only and to be submitted strictly as per the format provided in Annexure 16

14.2.2 The Bank will adopt e-Tendering process for conducting reverse auction process for the Commercials of RFP. The vendor for e-Tendering process is M/s Antares Systems Limited and the portal address for the same is www.tenderwizard.com/abbank, wherein the necessary details for e-Tendering process are available.

14.2.3 The date and time for opening Indicative Commercial Bids shall be informed separately to Technically qualified Bidders.

14.2.4 Indicative Commercial Bid of only those Bidders will be opened who qualify in Technical evaluation & subsequently reverse auction will be conducted. After the completion of reverse auction, the



selected Bidder is required to provide the final commercial bid (FCB) with breakup in next two days, matching the reverse auction price for commercial evaluation. The Bidder shall not add any condition in the commercial bid. Any such condition may make the bid liable for disqualification at the discretion of the Bank.

14.2.5 The prospective Service providers/ Bidders are advised to register with the E-Tendering Portal (www.tenderwizard.com/abbank). The Bidder should also possess valid Class III Digital Signature Certificate which is a Mandatory requirement.

14.2.6 In case of any clarification/assistance Bidder may contact the following representatives of M/s Antares Systems Ltd. before the schedule time of Online Reverse auction process.

<u>Contact Persons</u>	<u>Mobile No.</u>
Mr. Tousik Ghosh	09674758724
Mr. Kushal Bose	07686913157

E-mail: kumarchandan@antaressystems.com
debrajsaha@antaressystems.com
kushal.b@antaressystems.com
tousik.g@antaressystems.com

15 DEADLINE FOR SUBMISSION OF BID

15.1 Bidders must ensure that their Technical Bids along with other essential documents are received by the Purchaser at the address specifies, no later than the time and date mentioned in the schedule details. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the bids will be received upto the appointed time on the next working day.

15.2 The Purchaser may at its discretion extend the deadline for submission of bids by amending the RFP in accordance with the RFP, in which case all rights and obligations of the Purchasers and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16 LATE BID

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

17 MODIFICATION AND WITHDRAWAL OF BID

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank prior to the deadline prescribed for submission of bids.



The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of RFP. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

No bid may be modified subsequent to the deadline for submission of Bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to terms of RFP.

18 BID OPENING

- 18.1 As the technical bid will be evaluated first for technical suitability, the Purchaser will open only the Technical Bids as per the schedule mentioned in the RFP, in presence of the representative of the Bidder. The Indicative Commercial Bids of Only Technically qualified Bidders will be opened at a later date, subsequent to Technical Evaluation. The Bank will notify the date and time of opening of Indicative Commercial Bids and Reverse Auction to the technically qualified Bidders.
- 18.2 Opening will be taken in a register against name, name of the company and with full signature.
- 18.3 Each Bid will be numbered serially, signed and dated by two officers of the Bank except printed literature, brochure and reports.
- 18.4 Alterations in the bids, if any, made by the Bidder/ companies would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the Bidder/ company's executive who has signed the Bid or by the Bidder/ company's representative authorized by the executive who has signed the bid. The Bidder should bring such alteration in notice of Bank at the time of opening of Bid, failing which such alterations would not be acceptable to the Bank.
- 18.5 An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.
- 18.6 Bids and modifications, if any, that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.

19 PRELIMINARY EXAMINATION

- 19.1 The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 19.2 Arithmetical errors if any will be rectified on the following basis. "If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall



prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail."If the bidder does not accept the correction of errors, its bid will be rejected.

- 19.3 The Bank, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and the Bank reserves the rights for such waivers.
- 19.4 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the RFP without material deviations. Deviations form or objections or reservations to critical provisions such as those concerning Bid Security, Performance Security, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.5 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the bidder by correction of the non-conformity.

20 CLARIFICATION OF RFP:

A prospective bidder requiring any clarification of the RFP may notify the Purchaser in writing or by fax/e-mail at the Purchaser's mailing address indicated in the Invitation For Bids (IFB). The Purchaser will respond in writing /by email / publish in its official website, to any request for clarification of the RFP, which it receives, 2 (two) working days prior to the date of Pre-Bid Meeting.

21 NO DEVIATION

The bidder is required to put in a no deviation undertaking in a self- certified letter by authorised signatory. However in case of any deviation, Bidder should submit the same as per Annexure 20. Bank, at its own discretion may either accept or reject any deviations mentioned by the Bidder. The Bidder who has put in deviations may be liable for rejection as per Bank's discretion.

22 CLARIFICATIONS OF BIDS:

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. If deemed necessary the vendor is required to give presentation on the systems offered.



23 EVALUATION OF BIDS:

23.1 Objective of Evaluation Process

- 23.1.1 The evaluation by Allahabad Bank will be undertaken by an Internal Committee formed by the Bank. The bank may consider recommendations made by External Experts/Consultants on the Evaluation. The decision of the committee shall be final.
- 23.1.2 The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. This shall be binding on all Bidders and the Bank's decision in the matter will be final.
- 23.1.3 Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.
- 23.1.4 Bank may call for any clarifications/additional particulars on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. Allahabad Bank also reserves the right to conduct Reference Site Visits at the Bidder's client sites. Through this Request for Proposal, Bank aims to select a Bidder/ application provider who would undertake the designing and implementation of the required solution. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP.
- 23.1.5 The Bank has adopted a two bid process in which the Bidder has to submit (1) Technical Bid (including Indicative Commercial Bid) within the time as stipulated in the RFP and (2) Commercial Bid (as per Reverse Auction), schedule will be informed to the technically qualified bidders at the later stage. The Bank shall evaluate the Technical Bids (including Eligibility Criteria) initially. Indicative Commercial Bids of Technically qualified bidder will be opened at a later stage which will be advised to all the technically qualified bidders. Subsequently reverse auction will be conducted for the commercials
- 23.1.6 Adherence to Terms and Conditions, The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. The bidder is required to put in a no deviation. However in case of any deviation Bidder should submit the same as per Annexure 20. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.



23.2 Evaluation of Technical Bids

23.2.1 The evaluation of technical proposals, among other things, will be based on the following criteria:

- a) Bidder's financial stability.
- b) Methodology/Approach proposed for accomplishing the proposed project.
- c) Professional qualifications and experience of the key staff proposed/identified for this assignment.
- d) Prior experience of the bidder in undertaking projects of similar nature.
- e) Activities / tasks, project planning, resource planning, effort estimate etc.

23.2.2 Various stages of technical evaluation are presented below:

- a. Matching the clear eligibility criteria as indicated in the RFP
- b. Short-listing of the bidders based on the fully matched criteria.
- c. Paper evaluation based on response.
- d. Arriving at the final score on technical proposal.

23.2.3 The technical qualification cut – off for qualifying the technical stage would be 60% (60 marks out of 100). However if less than two bidders scores 60% or above marks, then Bank have the option to relax the qualifying marks to 50%.

23.2.4 Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

23.2.5 Technical Scoring Chart

The table below highlights the parameters under the technical criteria and scoring methodology.

Criteria	Evaluation Parameters	Basis of Evaluation	Max Marks	Scoring Methodology
Credentials	Should have prior/ongoing experience in performing end to end consultancy services in any one of the following areas of expertise: 1. Core Banking vendor Evaluation and selection 2. Core Banking Renewal Contract 3. Core Banking Hardware Replacement/Refresh	Successful completion certificate or credential letter(s) containing satisfactory services rendered or engagement letter from Scheduled Commercial Bank to that effect needs to be furnished.	50	<ul style="list-style-type: none"> ▪ 50 marks – if the criteria is met for 2 projects out of which 1 is completed project in PSB and 1 ongoing in BFSI/Bank. ▪ 48 marks – if the criteria is met for 2 projects out of which 1 is completed project in SCB and 1 ongoing in BFSI/Bank. ▪ 46 marks - if the criteria is met for 1 completed project in PSB ▪ 44 marks- if the criteria is met for 1 completed project in SCB ▪ 42 marks - if the criteria is met for 1 ongoing project in PSB ▪ 40 marks - if the criteria is met for 1 ongoing project in SCB ▪ 0 marks – if criteria is not met in any SCB
	Sub-Total		50	



Criteria	Evaluation Parameters	Basis of Evaluation	Max Marks	Scoring Methodology
<p>People: Resource Level 3</p>	<p>The Partner/Director/Senior resource proposed for the Bank should have 10+ years of experience in the industry of which 5+ years should be in the field of consultancy. The resource should have handled at least two projects of value Rs.30 Crores each in BFSI sector as on 31.07.2018</p>	<p>Bidder needs to submit the CV with the relevant details to substantiate the experience of the proposed resources as per the clause, duly authenticated by company secretary/HR Head.</p>	<p>20</p>	<ul style="list-style-type: none"> ▪ 20 marks - if resource is having 10+ years of industry experience of which 7+ years should be in the field of consultancy and should have handled /provided consultancy services in at least three projects of value of Rs.30 Crores each in BFSI sector as on 31.07.2018, out of which <ul style="list-style-type: none"> - Two (2) project covering (Core Banking Contract Renewal or Core Banking Hardware replacement/ refresh procurement or Core Banking vendor Evaluation and selection) in SCB. - Third project in any BFSI sector. ▪ 18 marks- if resource is having 10+ years of industry experience of which 5+ years should be in the field of consultancy and should have handled /provided consultancy services in at least two projects of value of Rs.30 Crores each in BFSI sector as on 31.07.2018, out of which: <ul style="list-style-type: none"> - One (1) project covering (Core Banking Contract Renewal or Core Banking Hardware replacement/ refresh procurement or Core Banking vendor Evaluation and selection) in SCB. - Second project in any BFSI sector. ▪ 16 marks – if resource is having 10+ years of industry experience of which 5+ years should be in the field of consultancy and should have handled /provided consultancy services in at least two projects of value of Rs.30 Crores each in BFSI sector as



Criteria	Evaluation Parameters	Basis of Evaluation	Max Marks	Scoring Methodology
				<p>on 31.07.2018</p> <ul style="list-style-type: none"> ▪ 0 marks - if criteria is not met in for the resource proposed to be deployed
<p>People: Resource Level 2</p>	<p>Manager level (middle-level): Minimum One (01) resource each having 8+ years of experience in the industry of which 3+ years should be in the field of consultancy. The resource should have handled at least one project of value Rs.20 Crores in BFSI sector as on 31.07.2018.</p>	<p>Bidder needs to submit the CV with the relevant details to substantiate the experience of the proposed resources as per the clause, duly authenticated by company secretary/HR Head.</p>	<p>10</p>	<ul style="list-style-type: none"> ▪ 10 marks - if resource is having 8+ years of experience in the industry of which 4+ years should be in the field of consultancy and should have handled /provided consultancy services in at least two(2) Projects of value of at least Rs. 20 Crores each as on 31.07.2018, out of which: <ul style="list-style-type: none"> - One (1) project covering (Core Banking Contract Renewal or Core Banking Hardware replacement/ refresh procurement or Core Banking vendor Evaluation and selection) in SCB. - Second project in any BFSI sector. ▪ 8 Marks - if resource is having 8+ years of industry experience of which 4+ years should be in the field of consultancy and should have handled /provided consultancy services in at least One (1) project of value of at least Rs. 20 Crores covering (Core Banking Contract Renewal or Core Banking Hardware replacement/ refresh procurement or Core Banking vendor Evaluation and Selection) in SCB as on 31.07.2018. ▪ 6 marks - if resource is having 8+ years of experience of which 3+ years in the field of consultancy and have handled / provided consultancy services in at least one project of value of Rs.20 Crores in BFSI sector as on 31.07.2018 ▪ 0 marks - if any resource



Criteria	Evaluation Parameters	Basis of Evaluation	Max Marks	Scoring Methodology
				with given expertise is not proposed to be deployed
People: Resource Level 1	Assistant Manager level (junior-level): Minimum Two (02) resources each having 5+ years of experience in the industry out of which 2+ years should be in the field of consultancy. The resource should have handled at least one project of value minimum Rs.10 Crores in BFSI sector as on 31.07.2018.	Bidder needs to submit the CV with the relevant details to substantiate the experience of the proposed resources as per the clause, duly authenticated by company secretary/HR Head.	10	<ul style="list-style-type: none"> ▪ 10 marks – Two (02) junior resource / Assistant Manager level resource, each having 5+ years of experience in the industry out of which 3+ years should be in the field of consultancy and each one should have handled /provided consultancy in atleast one project of value Rs.10 crore or more in BFSI sector as on 31.07.2018. ▪ 8 marks – Out of two(02), one junior resource / Assistant Manager level resource having 5+ years of experience in the industry out of which 3+ years should be in the field of consultancy and should have handled /provided consultancy in atleast one project of value of Rs.10 crore or more in BFSI sector as on 31.07.2018. Another One (01) resource having 5+ years of experience in the industry out of which 2+ years should be in the field of consultancy. The resource should have handled /provided consultancy in at least one project of value minimum Rs.10 Crores in BFSI sector as on 31.07.2018. ▪ 6 marks – if Two(02) junior resource / Assistant Manager level resource each having 5+ years of experience in the industry out of which 2+ years should be in the field of consultancy. The resource should have handled /provided consultancy in at least one project of value minimum Rs.10 Crores in BFSI sector as on 31.07.2018. ▪ 0 marks - if criteria is not met for any resource



Criteria	Evaluation Parameters	Basis of Evaluation	Max Marks	Scoring Methodology
	Sub-Total		40	
Quality of proposal	The quality of the proposal as per presentation	Presentation	10	Subjective Evaluation based on the Bank's perception of the quality and applicability of the proposal and interactions held during presentation. The technical presentation should demonstrate an in-depth understanding of the Bank's project requirements supplemented by presentation and interactions.
	Sub-Total		10	
	Total Marks		100	

- Note:
- 1) SCB is Scheduled Commercial Banks in India (excluding Regional Rural Banks and Co-operative Banks) having 1500 or more Branches.
 - 2) PSB means Public Sector Bank.
 - 3) The bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the respective client's letter head in case of credentials.

23.2.6 The presentations would be rated by a competent panel chosen appropriately by bank and scores would be assigned to each of the presentations. The agenda for the presentation shall be provided to the bidders prior to the presentation. The bidders are expected to submit the soft copy of the presentation to the bank prior to the presentation

23.3 Techno-Commercial Evaluation

Commercial bids of the technically qualified bidders, obtained through reverse auction, will be subjected to following evaluation process.

The Scores will be calculated for all technically qualified bidders using the formula:

$$S = [60 * (T_{obtained} / T_{maximum})] + [40 * (C_{lowest} / C_{quoted})]$$

[Technical score carrying 60% weightage and Commercial score carrying 40% weightage]

$T_{obtained}$ = Technical Score Obtained

$T_{maximum}$ = Maximum Technical Score i.e. 100

C_{lowest} = Lowest Commercial Quote

C_{quoted} = Commercial Score Quoted

Bidder having the highest Final score using the above method shall be declared H-1 and shall be considered for award of the Contract.



Illustrative examples:

Example1:

Three vendors namely A, B & C participated in the bid process and their technical score were as under:

A = 70, B = 80, C = 90

[Maximum Technical Score = 100]

The commercial quotes of the 3 vendors as obtained through reverse auction process were as under:

A = Rs. 8000, B = Rs. 9000, C = Rs. 10000

[Thus, Lowest Commercial Quote = 8000]

Therefore, Techno-Commercial (TC) Evaluation Scores for the 3 vendors calculated using the above-mentioned formula shall be as under:

TC for A: $[60 * (70/100)] + [40 * (8000/8000)] = 42 + 40 = 82$

TC for B: $[60 * (80/100)] + [40 * (8000/9000)] = 48 + 35.55 = 83.55$

TC for C: $[60 * (90/100)] + [40 * (8000/10000)] = 54 + 32 = 86$

Hence, the offer of vendor C having the highest Techno-commercial evaluation score would be considered and the contract would be awarded to vendor C at Rs.10000 being the final price quoted by C.

Example 2:

Three vendors namely A, B & C participated in the bid process and their technical score were as under:

A = 80, B = 60, C = 75

[Maximum Technical Score = 100]

The commercial quotes of the 3 vendors as obtained through reverse auction process were as under:

A = Rs. 10000, B = Rs. 5000, C = Rs. 7000

[Thus, Lowest Commercial Quote = 5000]

Therefore, Techno-Commercial (TC) Evaluation Scores for the 3 vendors calculated using the above-mentioned formula shall be as under:

TC for A: $[60 * (80/100)] + [40 * (5000/10000)] = 48 + 20 = 68$

TC for B: $[60 * (60/100)] + [40 * (5000/5000)] = 36 + 40 = 76$

TC for C: $[60 * (75/100)] + [40 * (7000/10000)] = 45 + 28 = 73$



Hence, the offer of vendor B having the highest Techno-commercial evaluation score would be considered and the contract would be awarded to vendor B at Rs.5000 being the final price quoted by B.

In case of tie in Techno-commercial evaluation score, the bidder having submitted least commercial quote among the two or more bidders tied on Techno-commercial evaluation score, will be declared H-1 bidder. The bidder will submit itemized prices as per commercial bid format within 24 Hours after closure of Reverse Auction.

Technical scores of bidders shall not be disclosed to the Bidders after technical evaluation is completed and the same will be sealed in presence of bidders (if they choose to attend the meeting). The sealed envelope containing the Technical Scores shall be opened after Reverse Auction and the technical scores shall be made known to the bidders. Bidder must be present while sealing the technical scores otherwise Bank will not entertain any claims or queries post reverse auction.

24 PERIOD OF VALIDITY OF BIDS:

Bids shall remain valid for 180 days after the date of opening of Technical Bid. A bid, which is valid for a shorter period, shall be rejected by the Purchaser as non-responsive.

25 ADDRESS OF COMMUNICATION

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

26 COST OF BIDDING

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

27 CONTENTS OF RFP

The goods required, bidding procedures and contract terms, are prescribed in the RFP. The RFP includes:

- 1) Invitation For Bids(IFB)
- 2) Instruction to Bidders (ITB)
- 3) General Conditions of Contract (GOC)
- 4) Special Conditions of Contract (SCC)
- 5) Annexure

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



28 CLARIFICATION OF RFP:

A prospective bidder requiring any clarification of the RFP may notify the Bank in writing, by fax/e-mail at the Bank's mailing address indicated in the Invitation For Bid (IFB). The Bank will respond in writing to any request for clarification of the RFP which it receives prior to the date of Pre-Bid Meeting.

29 NON PAYMENT OF PROFESSIONAL FEES:

If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

30 ASSIGNMENT:

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

31 SUBCONTRACTING:

The vendor shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.

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

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

33 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

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



SECTION- C- GENERAL TERMS AND CONDITIONS OF CONTRACT

34 AWARD OF CONTRACT

34.1 Notification of Selection of Consultant (Notification of Award):

The final decision on the vendor will be taken by the Bank. Before the expiry of the period of validity of the proposal, the Bank shall notify the successful Bidder in writing by registered letter or by fax or by hand-delivery or by e-mail, that its bid has been accepted and will issue Notification of Award (NoA). The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance as per Annexure-09 within Two (2) days of receipt of NoA from the bank and thereafter, enter into agreement / Contract within 15 days of date of notification of the Award & submit the required performance Bank Guarantee.

34.2 Signing of Contract:

The notification of the award shall be followed by signing of the Contract. The Bidder should sign the Contract Form (Annexure-10). Bidder should implement the project as per agreed delivery & timelines. The signing of contract shall be completed within 15 days of receipt of notification of the award of bid.

34.3 Discharge of Bid Security

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

35 MILESTONE-WISE PAYMENT TERMS:

Selected Bidder will have to submit the documents at the Bank's office along with request letter for payment. Documents related to each Phase should be submitted for payment in single lot.

Terms of Payment will be as under:

- a. No advance payment will be made.
- b. All taxes to be paid will be subject to GST applicability. TDS will be applicable.
- c. If the GST paid by the Bank is not uploaded on tax authority's GST portal within a stipulated period, then the same will be deducted from the subsequent payments to the selected service provider.
- d. The Bank shall make payments to the selected vendor in accordance with the final commercial proposal. The payments made will be after completion of project milestones as under:



A. Formulation of IT Strategy / Roadmap:

Milestone	Deliverable of Consultant	Payable (as percentage of total fees in Line item A of Commercial Bid)
Review existing CBS infrastructure and propose technology strategy & roadmap for CBS and associated applications for next 5-7 years	<ul style="list-style-type: none"> Comprehensive IT Strategy Report (including implementation roadmap) Detailed Report and Technology Review 	10%
Identification of key deliverables like hardware, software, licenses, services, etc.		
Review Bank's existing technology with that of peers. Identify gaps, if any and assist in defining methodology for bridging up the gaps to ensure that the Bank is at par with peers in the industry	<ul style="list-style-type: none"> Detailed Report on evitable and inevitable components along with recommendations 	10%
Identify the components that would require upgrade, replacement, enhancement at the data centre, disaster recovery site and NDR for hardware, software, ATS, AMC, Facilities management, security etc. across all applications and infrastructure components which are part of the system integrator's scope		
Identification of inevitable components and services like hardware, software, licenses etc. which are to be renewed with existing Systems Integrator in compliance to prevalent CVC guidelines		
Vetting of existing ADF-CDR setup along with recommendation on requirement of additional tools and hardware etc. that may be required		
Identification of evitable components and services that may be required to be procured through open tendering process		

B. For assisting the Bank in renewal of CBS contract with the systems integrator

Milestone	Deliverable of Consultant	Payable (as percentage of total fees in Line item A of Commercial Bid)
Submission of the report on the status of the SI vis-a-vis existing contractual deliverables [completion of contract review]	<ul style="list-style-type: none"> Benchmarking & Gap Assessment Report Gap Closure Report Review of existing CBS contract and report on status of SI vis-à-vis contract deliverables Strategy document for Contract Renewal and 	5%



	identification of documents requiring replacement / upgradation	
Carry out price discovery for each inevitable item / service based on the market prices / prevailing contract prices and provide report with detailed justifications / calculations with recommendation for consideration by Bank's negotiation team	<ul style="list-style-type: none"> • Price discovery report 	5%
Define service levels to be incorporated in the contract. Defining the scope document [Bill of Materials] or tender for the renewal	<ul style="list-style-type: none"> • Complete Scope Document • Report on Negotiations 	10%
Completion of the technical bill of material evaluation // completion of price discovery and negotiations	<ul style="list-style-type: none"> • Technical BOM Evaluation Report 	
Work with the Bank's legal team in formulating the complete contract for the system integrator and execution of final contract including completion of all defined activities for contract renewal	<ul style="list-style-type: none"> • Defining Implementation Plan of Contract Scope of Work 	
Facilitate execution / signing of contract and Non-disclosure Agreement with the which would include all the services, terms and conditions to be extended as prescribed by the Bank	<ul style="list-style-type: none"> • Acceptance Report of deliverables • Contract Finalization / Draft Renewal Contract for signing with SI 	10%

C. Complete Hardware Refresh

Milestone	Deliverable of Consultant	Payable (as percentage of total fees in Line item A of Commercial Bid)
Assessment and finalization of overall sizing requirements, licensing requirements, functional and technical requirements / specifications of Hardware and software setup for DC, DR and NDR to meet the requirements for next 5-7 years considering factors like overall growth and transaction volume	Detailed Report on Infrastructure Refresh Requirements and Procurement Plan	10%
Preparation & Finalization of single or multiple RFPs	Draft RFP Documents including SLA Guidelines	10%
Report/Recommendation for finally selected vendor(s) and Contract Finalization with selected vendor(s)	Related reports on Vendor Evaluation	15%
Acceptance of all deliverables covered in the contract	Acceptance Report on deliverables	15%



The payments as per the Payment Schedule covered herein above shall be paid by Bank subject to satisfactory performance of each milestone and subject to submission of invoices along with all supporting documents by the selected Bidder.

36 EXPENSES FOR THE CONTRACT

The incidental expenses for execution of NDA/Contract shall be borne by the Successful Bidder

37 FAILURE TO ABIDE BY THE AGREEMENT/ CONTRACT

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

38 PRICES:

The price offered by the bidder in its commercial bid must be valid upto six months from the date of reverse auction. Prices payable to the successful Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations. The Bidder will pass on to the Bank, the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

39 SUCCESSFUL BIDDER'S INTEGRITY:

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

40 INTEGRITY PACT:

The appointment of Independent External Monitor (IEM) in the Bank is under process. However, the consultant is bound to provide all necessary documents or any agreement as deemed necessary as per CVC guidelines or appointed IEM.

41 SUCCESSFUL BIDDER'S OBLIGATIONS:

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



42 USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

43 TERMINATION FOR DEFAULT:

- a) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part:
 - i. if the Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract; or
 - ii. if the Bidder fails to perform any other obligation(s) under the Contract; or
 - iii. If the Bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b) The event the Purchaser terminates the Contract in whole or in part, pursuant to above, the Purchaser may obtain services, upon such terms and in such manner as it deems appropriate, similar to those undelivered and the Bidder shall be liable to the Purchaser for any excess costs for such similar services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

44 TERMINATION FOR CONVENIENCE

The Bank, by written notice sent to the bidder consultant, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

45 CONTRACT TERMINATION/CANCELLATION:

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

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days within the contact period.



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

46 CONSEQUENCES OF TERMINATION

- 46.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise, the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and assist any other person / organization as may be selected by the Bank to take over the obligations in relation to the execution / continued execution of the scope of the Contract.
- 46.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by The Bank, the Bidder herein shall be obliged to provide all such assistance to any person / organization as may be required and as the Bank may specify including training, where the successor(s) is a representative / personnel of the Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term / earlier termination hereof.
- 46.3 Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to the Bank under law or otherwise.
- 46.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.



47 FORCE MAJEURE:

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

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

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

48 CONFIDENTIALITY

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

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

49 EXECUTION OF NON DISCLOSURE AGREEMENT:

The selected consultant and Bank should execute Non-disclosure agreement (as per Annexure-06). The consultant should execute the NDA within 15 days from the date of Notification of Award.

50 RESOLUTION OF DISPUTES:

- 50.1 The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- 50.2 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 Bank and the Authorized Official of the Bidder. The matter shall then



be resolved between them and the agreed course of action documented within a further period of 15 days.

- 50.3 In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- 50.4 The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- 50.5 The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- 50.6 The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

51 JURISDICTION

Arbitration proceedings shall be held in Kolkata, India.

52 AUTHORIZED SIGNATORY

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



53 ARBITRATION

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

54 PRIVACY AND SECURITY SAFEGUARDS:

The successful bidder shall not publish or disclose in any manner, without the purchaser's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract or existing at any purchaser location.

55 CANCELLATION OF TENDER PROCESS

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

56 CORRUPT OR FRAUDULENT PRACTICES:

a) As per CVC directives it is required that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy;

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

And

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

b) The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.



- c) The Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

57 PUBLICITY

Any publicity by the Bidder in which the name of The Bank is to be used should be done only with the explicit written permission of The Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

58 CONTRACT AMENDMENT

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

59 CONTACTING THE PURCHASER:

- a) No Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the opening of the bid to the time the Contract is awarded.
- b) Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.



SECTION- D- SPECIAL CONDITIONS OF CONTRACT

60 DEFINITIONS:

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

- a) "The Purchaser" or "Bank" means Allahabad Bank.
- b) "The Bidder" means the company / firm who are bidding for consultancy services under this Contract.
- c) "The Successful Bidder" or "Consultant" or "Vendor" means the company / firm who is selected in the RFP process for providing consultancy services under this Contract.
- d) "The Contract" means the agreement entered into between the Purchaser and the Successful Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- e) "The Contract Price" means the total price payable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations.
- f) "Day" means calendar day.

61 DOCUMENTATION

The Bidder should provide all the requisite reports/documents/ data as mentioned in the RFP

62 TAXES AND DUTIES

The Bidder will be entirely responsible to pay all taxes including GST, corporate tax and income tax, duties, license fees etc. GST applicable shall be paid / reimbursed on actual basis on production of bills. The Bank will not pay any other taxes, cost or charges.

63 INDEMNITY:

63.1. The Successful Bidder hereby indemnifies Bank, and shall always keep indemnified and hold Bank, its employees, personnel, officers, directors, representatives (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against Bank as a result of:

- Bank's authorized/ bonafide use of the Deliverables and/ or the Services provided by Bidder under this RFP;
- and/ or an act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations (including delivery of equipment and performance of service) of the Bidder under this RFP;
- and/ or claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against Bank;
- and/ or breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP;



- and/ or any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;
- and/ or breach of confidentiality obligations of the Bidder contained in this RFP;
- and/ or willful negligence or gross misconduct solely attributable to the Bidder or its employees or sub-contractors.
- Non-compliance of the Bidder with Laws/ Governmental Requirements
- IP infringement under any laws including Copyrights Act 1957 and IT Amendment Act 2008
- Loss of data due to any of the reasons mentioned above

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

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

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

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

64 BIDDER'S LIABILITY:

The aggregate liability of the Bidder in connection with obligations undertaken as a part of the project, the consultancy services provided by the vendor for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the limited to the extent of the value paid to the consultant in the contract for the specific scope of work document.

65 CONFLICT OF INTEREST:

The consultant should not provide any consultancy services directly or indirectly to the Bank's system integrator with whom CBS contract is to be renewed for the activities emerging out of contract renewal process. The consultant shall avoid any conflict of interest while discharging contractual obligations and bring before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering any advice or service. The consultant must act, at all times, in the interest of the Bank and render any advice / service with professional integrity. A consultant is expected to undertake any advice /service /project, only in area of its expertise and where it has capacities to deliver efficiently advice / service to the Bank.



66 COMPLIANCE WITH LAWS:

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





SECTION- E- ANNEXURE

ANNEXURE 01 - BID - TABLE OF CONTENTS

The Bid should contain the following

<u>Sr No</u>	<u>Particulars</u>	<u>Proforma Given</u>
1	Tender forwarding letter	Annexure- 02
2	Eligibility criteria compliance	Vendor to provide the requisite documents as per Annexure 03 (along with all related documents)
3	Cost of RFP (Demand Draft)	Vendor to provide
4	Bid Security (Bank Guarantee) Format	Annexure - 04
5	Authorization Letter	Annexure- 07
6	Bidder Information	Annexure -11
7	Details of offices	Annexure-12
8	Escalation Matrix	Annexure- 13
9	Conformity / Undertaking Letter	Annexure-14
10	Bidders proposed Methodology and proposed team	Annexure-15
11	Indicative commercial Bid	As per Annexure 16
12	Letter of Authority to Participate in Reverse Auction	Annexure 17
13	Undertaking by Bidder accepting rules for Reverse Auction mentioned in Annexure-18	Self Certified letter
14	Bidder Turnover and Profits	Annexure 19
15	Deviation Statement	Annexure 20
16	Copy of the tender document along with RFP and addendums (if any) duly sealed and signed on all the pages of the document.	Vendor to provide
17	CD (R) containing soft copy of the Technical Bid in MS Word	Vendor to provide

Authorized Signatory

Name: Designation:

Bidder's Corporate Name & Address

Phone number and email



ANNEXURE-03 COMPLIANCE TO ELIGIBILITY CRITERIA

(To be submitted on Company's Letter Head)

Tender Reference No.: HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018

Date:

<<Name of the Bidder>>

Sl. No.	Eligibility Criteria	Documentary Evidence to be submitted to the Bank	Complied (Yes/No)
1	The bidder must be a registered company with existence of Five (05) years as on 31.07.2018, under the Companies Act 1956 or registered Partnership Firm under Partnership Act 1932 and have registered office in India. In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account.	Copy of registration document, Certificate of Incorporation & Addresses of registered and corporate offices	
2	The bidder should have a minimum annual turnover of at least Rs. 50 crores in the past three years from Indian operations and should have made profits after taxes for minimum 2 (two) of last 3 (three) years i.e. 2015-16, 2016-17 & 2017-18. However bidder should have a positive net worth in last two years i.e. 2016-17 & 2017-18. Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).	Copy of Audited Balance Sheet and Profit & Loss Statements for financial years 2015-16, 2016-17, 2017-18 should be submitted along with certificate duly certified by the Chartered Accountant as per Annexure- 19 Note: In case Audited /Provisional Financial statement is not available for the year 2017-18, bidder's eligibility for the clause will be considered based on the financial statement for the year 2014-15, 2015-16 & 2016-17.	
3	The bidder should not be a defaulter for any State Government or Central Government and should not have been blacklisted by any banking or insurance company/organization operating in India, at the time of submission of bid.	An undertaking to this effect is to be submitted by the bidder as per Annexure- 14	
4	Bidder should have prior/ongoing experience in at least one Scheduled Commercial Bank, performing end to end consultancy services in any one of the following areas in India: 1. Core Banking vendor Evaluation and selection Or 2. Core Banking Renewal Contract Or 3. Core Banking Hardware Replacement/Refresh Note: The bidder showcasing experience of	Successful completion certificate or credential letter(s) containing satisfactory services rendered or engagement letter from Scheduled Commercial Bank to that effect needs to be furnished. If Bidder experience is considered based on ongoing projects, then bidder needs to submit the CV with the relevant details to substantiate the experience of the proposed senior level resource, duly authenticated by company secretary/HR Head.	



	<p>ongoing projects would be eligible. However the weightage of marks will be less. Bidder experience is considered based on ongoing projects, then at least the proposed senior level resource should have handled above such project(s) in the current or earlier companies.</p>		
5	<p>The resources proposed for the engagement should have the following experience:</p> <p>(a) Partner / Director / Senior Resource proposed for the Bank should have 10+ years of experience in the industry of which 5+ years should be in the field of consultancy. The resource should have handled at least two project of value Rs.30 Crores each in BFSI sector as on 31.07.2018</p> <p>(b) Manager / Middle-level Resource Minimum One (01) resource each having 8+ years of experience in the industry of which 3+ years should be in the field of consultancy. The resource should have handled at least one project of value Rs.20 Crores in BFSI sector as on 31.07.2018.</p> <p>(c) Assistant Manager / Junior-level Resource Minimum Two (02) resources each having 5+ years of experience in the industry out of which 2+ years should be in the field of consultancy. The resource should have handled at least one project of value minimum Rs.10 Crores in BFSI sector as on 31.07.2018.</p>	<p>Bidder need to submit the CV with the relevant details to substantiate the experience of the proposed resources as per the clause, duly authenticated by company secretary/HR Head.</p>	

Place: Date: SEAL

(Authorized Signatory)



ANNEXURE-04- 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

The Chief Manager- (IT)
Dept of Information Technology
Allahabad Bank, Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) and undertaken for Engagement of Consultant for CBS Renewal & IT infrastructure Refresh in response to Allahabad Bank's Request for Proposal (RFP) No. HO/DIT/CBS/Consultant/2018-19/112 Dt. 18/08/2018(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that, WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of the registered office of the bank situated within territorial limits of India) (hereinafter called "the Bank") which expression, unless it be repugnant to the meaning or context thereof, also include his successor and assign, are bound unto ALLAHABAD BANK a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at 2, N.S. Road, Kolkata 700001 (hereinafter called "the Purchaser"), which expression, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and assign, in the sum of Rs. ----- (Rupees -----Only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

(a) If a Bidder withdraws its bid during the period of bid validity;

Or

(b) If Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information and/or

(c) In case of the Successful Bidder, if the Bidder fails or refuses:

i) to sign the Contract in accordance with RFP;

Or

ii) to execute, perform with the terms and conditions of RFP and contract.

Or

iii) to furnish performance security in accordance with RFP

AND WHEREAS we have agreed to give the Bidder a guarantee

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



This guarantee will remain in force up to and including 60 days after the period of the bid validity i.e. up to _____ (mention date of expiry, which should be a minimum of bid validity of 180 + 60 days), and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with the common seal of the said Bank this _____ day of _____, 20____.

This guarantee is valid until _____ day of _____ 2018.

Notwithstanding any other term contained herein

- a) this bank guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to (Rs. 4,00,000/-).

Date:

Place :

SEAL

Code No.

SIGNATURE.

NOTE :

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



ANNEXURE-05 PERFORMANCE SECURITY FORM
(FORMAT OF BANK GUARANTEE (BG) FOR PERFORMANCE SECURITY.)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

To

The Chief Manager- (IT)
Dept of Information Technology
Allahabad Bank, Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for providing the consultancy services for CBS Renewal and IT Infrastructure refresh in response to Allahabad Bank's Request for Proposal (RFP) No. HO/DIT/CBS/Consultant/2018-19/112 dated 18/08/2018 and thereafter issuance of Notification of Award vide ref no _____ of the aforesaid RFP.

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") which expression, unless it be repugnant to the meaning or context thereof, also include his successor and assign, are bound unto ALLAHABAD BANK a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at 2, N.S. Road, Kolkata (hereinafter called "the Purchaser"), which expression, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and assign, in the sum of Rs. ----- (Rupees -----Only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.
Sealed with the common seal of the said Bank this ____ day of _____, 20____.
AND WHEREAS we have agreed to give the Bidder a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder, up to a total of Rs. -----/- (Rupees ----- Only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. -----/- (Rupees ----- Only) 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 _____ 20XX.

Notwithstanding any other term contained herein

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

Date: _____ Place : _____ SEAL _____ Code No. _____

SIGNATURE.

NOTE :

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



ANNEXURE 06 NON-DISCLOSURE AGREEMENT
(ON APPROPRIATE NON-JUDICIAL STAMP PAPER OF RS.100.00)

RFP Ref No: HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018

THIS AGREEMENT made and entered into at Kolkata on this the.....day of.....2018 Between ALLAHABAD BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at -----hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

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

M/s.....Limited has been engaged in the business of providing consultancy services for in Allahabad Bank.

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

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

1. Confidential information

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

Receiving Party" means the party who receives the confidential information and is obligated to keep it secret. "Receiving Party" may use the information solely for and in connection with the Purpose.

"Disclosing Party" means party who discloses Confidential Information.

2. Use of Confidential Information

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

The receiving party shall not use or disclose for any purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose



confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

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

3. Exemptions

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

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

4. Term

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

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

5. Title and Proprietary Rights

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

6. Return of Confidential Information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return



the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement or information received under this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the Bank. The Vendor shall not reverse-engineer, de-compile, disassemble, or otherwise interfere with any software disclosed hereunder.

7. Remedies

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

8. Entire Agreement

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

9. Severability

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

10. Indemnity

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

11. Dispute Resolution Mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Kolkata, India.



12. Jurisdiction

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

13. Governing Laws

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

14. Authority to Execute the Contract

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

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

SIGNED :

For and on behalf of BANK

.....

For and on Behalf of

.....

M/s.





ANNEXURE 07-AUTHORIZATION LETTER FORMAT
(On the Organization's Letter Head)

Place:

Date:

The Chief Manager- (IT)
Dept of Information Technology
Allahabad Bank, Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA

Dear Sir,

SUB: Authorization Letter for attending the Pre-Bid Meeting/Bid opening.

RFP Ref No: HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018

This has reference to your above RFP for Engagement of Consultant for CBS Renewal & IT Infrastructure Refresh in Allahabad Bank according to the Industry Best Practices and Guidelines of RBI. Mr. / Ms.

_____ is hereby authorized to attend the Pre-Bid Meeting/ Bid opening & to discuss with you on the RFP on behalf of our organization.

The specimen signature is attested below:

_____ Specimen Signature of Mr. /Ms.

Signature of Authorizing Authority

Name & designation of Authorizing Authority

Attested Photograph
of the Authorized
representative

Name and designation of Attesting Authority

Note: This Authorization letter is to be carried in person and shall not be placed inside any of the Bid covers



ANNEXURE 08 PRE BID QUERY FORMAT

RFP Ref No: HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018

Sl. No	Page no. of RFP	Clause/section No.	RFP Text/Clause	Bidder's Query	Response to Query (to be left blank by the vendor)



ANNEXURE 09 NOTIFICATION OF ACCEPTANCE

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

Date:

The Chief Manager- (IT)
Dept of Information Technology
Allahabad Bank, Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA

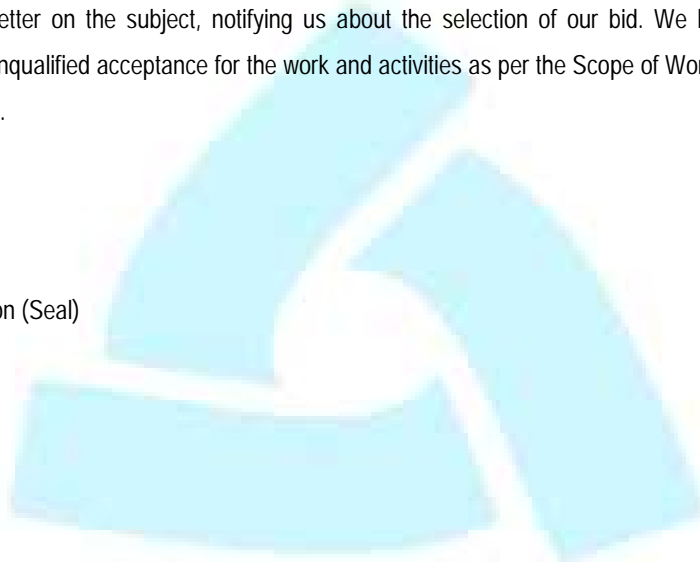
Dear Sir/ Madam,

Subject: Response to RFP Ref No HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018

REF: Your Letter No: - _____ Date _____.

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

Signature of Authorised Person (Seal)





ANNEXURE-10 CONTRACT FORM

Non-Judicial Stamp Paper of appropriate value

CONTRACT NUMBER:

THIS AGREEMENT made and entered into aton this the.....day of.....201.. Between ALLAHABAD BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at -----hereinafter called the "BANK" of one part which term shall wherever the context so require includes its successors and assigns AND _____ (Name of Selected Bidder) of _____ (Address of registered office of the Selected Bidder) (hereinafter "the Vendor") of the other part:

WHEREAS the Bank is desirous that certain consultancy services should be provided by the Consultant, viz. _____ (Brief description Services) and has accepted a bid by the Consultant for supply of consultancy services to meet its requirement from time to time in the sum for _____ (Contract price in words and figures) (hereinafter called "the Contract price")

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 RFP for Engagement of consultant for CBS Renewal & IT infrastructure Refresh (RFP Ref. No. HO/DIT/CBS/Consultant/2018-19/112 dated 18.08.2018) and its addendums (if any).
 - b. The Bid form and the commercial Bid (i.e. consultancy fee) submitted by the bidder and subsequent amendments made into it as accepted by the bank.
 - c. The Bank's Notification of Award of consultant for CBS Renewal & IT infrastructure Refresh AND Selected Bidder's Notification of Acceptance of the same
3. In consideration of the payments to be made by the Bank to the Consultant in terms of Letter of offer for having consultancy services placed by Head Office of the Bank, the Consultant hereby covenants with the Bank to provide the consultancy services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The Bank hereby covenants to pay the Consultant in consideration of the provision of the consultancy services and the remedying of defects therein, the Letter of offer 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.
5. In case of conflict between the terms of RFP and that of agreement, the terms of RFP shall prevail.

The details of the consultancy/Advisory services for CBS Renewal and IT Infrastructure refresh which the Consultant shall be required to provide to the Bank from time to time in terms of Letter of offer for having consultancy services that will be placed by Head Office of the Bank are as under:

(Details as per scope of consultancy defined in RFP ref. no.HO/DIT/CBS/Consultant/2018-19/112 dated 18/08/2018)

Brief particulars of the services which shall be supplied / provided by the Supplier are as under:



Section	Project Scope	Fees (in Rs.) [including all costs, taxes and levies excluding GST]
A	Total fixed Cost to complete scope of the RFP and its addendums (if any)	
B	100 Man days Cost for adhoc time to time consultancy requirements other than the current scope of RFP within two(2) years from the signing of the contract	
Total Cost (in Rs.)		

Amt. in words: Indian Rupees _____

Note:

- If there is a discrepancy between words and figures, the amount in words will prevail.
- The above cost / fees is fixed which include all costs, taxes and levies excluding GST. The GST shall also include applicable surcharge/cess on GST, if any.) The GST will be paid as per actual on submission of invoice.
- The base location for the project execution would be Mumbai, Kolkata and Lucknow.
- The bidder will have to work as per the timing of the Bank
- The rate quoted should include all expenses, travelling, lodging and boarding etc.for work to be executed.

Additional 100 Man-days Cost

- The bidder is expected to provide additional 100 man-days cost in the table specified above.
- The rate provided would be a blended rate and should be valid for 24 months from the date of signing of contract with the bidder.
- The rate quoted would be used by the bank for allotting additional work beyond the scope of the project if the need arises
- The rate quoted by the bidder will be a part of the TCO computation
- The rate quoted should be inclusive of taxes and charges except GST. GST will be payable actual and on submission of original invoice / receipt.
- The rate quoted should include all expenses, lodging and boarding etc. for work to be executed.

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 Allahabad Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Consultant)
in the presence of:.....



ANNEXURE 11- BIDDER'S INFORMATION

1. Name :
2. Constitution and year of establishment :
3. Registered Office/Corporate office Address :
4. Mailing Address :
5. Name and designations of the persons
authorized to make commitments to the Bank:
6. Telephone, Fax, e-mail :
7. Name & Addresses of Directors/Promoters :
8. Details of Organisation Structure :
9. Description of business, service profile &
client profile :
10. Whether the bidder is in IT consulting
business, if yes then mention the period
(evidence to be enclosed) :
11. Gross annual turnover of the bidder (not of the group) :
Amount in lacs
Year 2016-17 –
Year 2017-18 –
12. Net profit of the bidder (not of the group) :
Amount in lacs
Year 2016-17 –
Year 2017-18 –

{Above figures at item 11 & 12 should be audited figures and copy of audited financial statements for above years to be submitted}

13. Details of assignments executed successfully as consultant for CBS Renewal & IT infrastructure Refresh, in India that includes:

- Review the existing CBS infrastructure and proposing a roadmap / strategy for upgradation / replacement of components
- Assisting the Bank in the end-to-end contract renewal with the System Integrator
- Providing consultancy / advisory services for procurement and implementation of complete core / periphery infrastructure refresh



S.No.	Name of the Bank	Description of services provided	Scheduled time limit	Time taken for the execution of assignment	
				Date of commencement	Date of completion

(Note – The documentary proof for above from Banks are to be furnished)

14. Details of similar assignments on hand as on date :

S.No.	Name of the Bank	Description of services provided	Scheduled time limit	Date of commencement

(Note – The documentary proof for above from Banks are to be furnished)

15. Levels of Certification obtained :

16. No. of Technical Staff :
- (a) Hardware area –
 - (b) Software area –
 - (c) Information Security area -
 - (d) Banking area -
 - (e) Other areas (e.g. Networking, etc.) -

17. Other information / details :

DECLARATION

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

Place:

Date:

SEAL

(Authorized Signatory)



ANNEXURE 12- DETAILS OF OFFICES

RFP Ref No: HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018

We have service support at the following locations across India.

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

Date:

Signature with seal :

Name and Designation:





ANNEXURE 13- ESCALATION MATRIX

SUB: Engagement of Consultant for CBS Renewal & IT Infrastructure Refresh in Allahabad Bank

Ref : HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018

Name of the Company:

Delivery Related Issues:

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

Service Related Issues:

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

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

Date

Signature with seal :

Name and designation :



ANNEXURE-14 LETTER OF CONFIRMATION

The Chief Manager- (IT)
Dept of Information Technology
Allahabad Bank, Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA

RFP Ref. No.: HO/DIT/CBS/Consultant/2018-19/112 dated 18/08/2018

Dear Sir,

We confirm having submitted the Bid and annexure in accordance with the said RFP. The details submitted by us are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Allahabad Bank has the right to summarily reject the proposal and disqualify us from the process.

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in as per Annexure 20 in response to the bid which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full.

We, hereby acknowledge and confirm, having accepted that the Bank can at its absolute discretion, apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder consultants for providing consultancy services.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

We also confirm that we have not been blacklisted by any by any banking or insurance company/organization operating in India, at the time of submission of bid or otherwise not involved in any such incident with any concern whatsoever, where the job undertaken / performed and conduct has been questioned by any authority, which may lead to legal action.

Place:

Date:

SEAL

(Authorized Signatory)



ANNEXURE-15- BIDDER'S PROPOSED METHODOLOGY / APPROACH FOR PROVIDING SERVICES TO THE BANK WITH RESPECT TO THE SCOPE OF CONSULTANCY WORK:

1. Proposed methodology / approach
2. Details of deliverables, other than the deliverables specified by the bank, the bidder proposes with specific reference to the scope of work :
3. Proposed team profile with reference to the scope of work :

S. No	Name & designation of the Proposed Team Member(s)	Professional Qualification	Banking Solutions expertise (Mention if he has worked in Banks earlier) In terms of years and areas of expertise	IT Expertise in terms of years and areas of expertise	Details of the experience in consultancy for CBS Renewal & IT infrastructure Refresh in Banks (Mention the Scope, name of the banks and Status of the assignments)

4. Other Information :

Place:

Date:

SEAL

(Authorized Signatory)



ANNEXURE-16 COMMERCIAL BID

RFP Ref. No.: HO/DIT/CBS/Consultant/2018-19/112 Date: 18.08.2018
The Bidder has to quote for the fees based on the scope of work outlined in the RFP

Section	Project Scope	Fees (in Rs.) [including all costs, taxes and levies excluding GST]
A	Total fixed Cost to complete scope of the RFP and its addendums (if any)	
B	100 Man days Cost for adhoc time to time consultancy requirements other than the current scope of RFP within two(2) years from the signing of the contract	
Total Cost (in Rs.)		

Amt. in words: Indian Rupees _____
Note:

- If there is a discrepancy between words and figures, the amount in words will prevail.
- The above cost / fees is fixed which include all costs, taxes and levies excluding GST. The GST shall also include applicable surcharge/cess on GST, if any.) The GST will be paid as per actual on submission of invoice.
- The base location for the project execution would be Mumbai, Kolkata and Lucknow.
- The bidder will have to work as per the timing of the Bank
- The rate quoted should include all expenses, travelling, lodging and boarding etc.for work to be executed.

Additional 100 Man-days Cost

- The bidder is expected to provide additional 100 man-days cost in the table specified above.
- The rate provided would be a blended rate and should be valid for 24 months from the date of signing of contract with the bidder.
- The rate quoted would be used by the bank for allotting additional work beyond the scope of the project if the need arises
- The rate quoted by the bidder will be a part of the TCO computation
- The rate quoted should be inclusive of taxes and charges except GST. GST will be payable actual and on submission of original invoice / receipt.
- The rate quoted should include all expenses, lodging and boarding etc. for work to be executed.

Place:

Date:

SEAL

(Authorized Signatory)



ANNEXURE – 17 -LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION

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

The Chief Manager- (IT)
Dept of Information Technology
Allahabad Bank, Head Office
2, Netaji Subhas Road
Kolkata- 700001 (West Bengal), INDIA

Sub: LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION

Tender Reference No.: HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018

1. We _____ (name of the company) have submitted our bid for participating in Bank's above referred RFP for Engagement of consultant for CBS Renewal & IT infrastructure Refresh
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction Process.
4. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
5. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which Bank shall forfeit our EMD (Bid security). We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.
6. Further we agree to provide the detailed breakup of the commercial, as per the Banks requirement, latest by next day 05:00PM, post completion of reverse auction process.

Signature of Competent Authority with company seal
Name of Competent Authority
Company / Organization
Designation within Company / Organization
Date

Name of Authorized Representative
Designation of Authorized Representative
Signature of Authorized Representative
Verified above signature
Signature of Competent Authority
Date



ANNEXURE – 18- BUSINESS RULES FOR REVERSE AUCTION

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

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

1. APPLICABILITY:

- 1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2. All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format, as per Annexure-17.
- 1.3. Any vendor not willing to submit such undertaking shall be disqualified for further participation respecting the RFP Process.

2. ELIGIBILITY:

- 2.1. Only vendors who are technically qualified (Eligibility, Functional and Technical requirements) in terms of the RFP and who have submitted the prescribed undertaking to the Bank can participate in Reverse Auction relevant to the procurement/services for which RFP is floated.
- 2.2. Bidders not submitting the prescribed undertaking or submitting the same with deviations/ amendments thereto will be disqualified from further evaluation / participation in the process.
- 2.3. Bidders should ensure that they have valid digital certificate well in advance to participate in reverse auction. Bank will not be responsible in case Bidder is not able to participate in reverse auction due to non availability of Digital Certificate.

3. COMPLIANCE/CONFIRMATION FROM VENDORS

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

- 3.1. Acceptance of Business Rules for Reverse Auction and undertaking (Annexure-18).
- 3.2. Agreement between service provider and vendor, if deemed necessary by the Bank. (This format will be given by the service provider prior to announcement of Reverse Auction.)
- 3.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure-17.

4. TRAINING:

- 4.1 The Bank will facilitate mock reverse auction /training for participation in Reverse Auction either on its own or through the e-Tendering vendor to familiarize for the Reverse Auction.
- 4.2 Any vendor/bidder not participating in training or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.



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

- 5.1. The date, time etc. for Mock Reverse Auction/ training in Reverse Auction shall be advised at the appropriate time.
- 5.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the vendor/s, service provider and the Bank.
- 5.3. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

6. DATE/TIME OF REVERSE AUCTION:

- 6.1. The date and time of commencement of Reverse Auction as also duration of 'Reverse Auction Time' shall be communicated at least 2 working days prior to such auction date.
- 6.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating vendors the 'postponement' prior to commencement of such 'Reverse Auction'.

7. CONDUCT OF REVERSE AUCTION:

- 7.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- 7.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empanelled by the Bank.

8. TRANSPARENCY IN BIDS:

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

9. MASKING OF NAMES:

- 9.1. Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names.
- 9.2. After completion of Reverse Auction, the auctioneer will reveal the original names of the bidders & L1 bidder and its price quoted.

10. START PRICE & DECREMENTAL BID VALUE:

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



11. REVERSE AUCTION PROCESS:

- 11.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.
- 11.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

12. EXPENDITURE ON REVERSE AUCTION:

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

13. CHANGES IN BUSINESS RULES:

- 13.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by Bank.
- 13.2. Any / all changes made in Business Rules shall be uploaded communicated to bidder prior to.
- 13.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

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

- 14.1. No vendor shall involve himself or any of his representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the reverse auction process.
- 14.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- 14.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, network failure, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

15. GRIEVANCES REDRESSAL:

- 15.1. 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.
- 15.2. The Chief Compliance Officer along with the Chief Law Officer of the Bank and Chief of Audit Dept. of the bank shall give personal hearing to the aggrieved bidder / vendor and decide upon the complaint / grievance



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

16. ERRORS AND OMISSIONS:

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

17. Web Portal and Access

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- Bidders will be participating in Reverse Auction event from their own office/place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of their internet connectivity (due to any reason what so ever it may be) the service provider or Bank is not responsible.
- In order 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 agreement Bidder will not be eligible to participate in the event.
- Bank or service provider/auctioneer is not responsible for consequential damages such as no power supply, no internet connectivity, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.



ANNEXURE 19 –BIDDER TURNOVER & PROFITS
(To be submitted on the letter head of the Bidder)

Tender Reference No.: HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018

Name of the Bidder Company / Firm: _____

Details of turnover and profit for last three years:

Sr. No	Financial parameters of the bidder Business Results	Annual Turnover (INR)	Profit /(Loss) (INR)	Net Worth (INR)
1	2015-2016			
2	2016-2017			
3	2017-2018			
	Only Bidder company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)			

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

Certified By:
(Chartered Accountant)

Seal & Signature of authorized signatory
(For Bidder)

Place:

Date:



ANNEXURE 20- DEVIATION STATEMENT

(A) TECHNICAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

(B) COMMERCIAL DEVIATION STATEMENT

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

CLAUSE	DEVIATION	REMARKS with justification

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

Terms & Conditions	Remarks with justification

Except the aforementioned deviations, we agree to all the terms & conditions of the RFP Reference No.: HO/DIT/CBS/Consultant /2018-19/112 Dated 18.08.2018) and confirm that the bid submitted by us is in conformity with Bank's requirement as stipulated in the said RFP.

Place _____

Dated _____

Seal and Signature of Authorized Signatory

NOTE:

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