



Amendment to RFP- Setting up of Call Centre for Allahabad Bank in Complete Outsourced Model

Addendum-I dated 09.04.2018 to RFP Ref. No. – HO/IT&DB/HW/Call Centre/2017-18/92 dated 20.03.2018

Addendum-I dated 09.04.2018:

Setting up of Call Centre for Allahabad Bank in Complete Outsourced Model



Allahabad Bank

Ref. No. HO/IT&DB/HW/Call Centre/2017-18/92

dated 20.03.2018



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Introduction

The Bank had floated the RFP Ref. No. - HO/IT&DB/HW/Call Centre/2017-18/92 dated 20.03.2018 for Setting up of Call Centre for Allahabad Bank in Complete Outsourced Model.

As per the terms of the RFP, a pre-bid meeting was held on 28th March 2018, which was attended by representatives of the prospective bidders, who have purchased the RFP document.

In response to the queries received from prospective bidders during the pre-bid meeting & elsewhere, addendum dated 09.04.2018 containing clarifications to the queries & amendments to the RFP document is issued herewith.

Amendments in the RFP (Including Additions/Modifications/Deletions etc.)-

Sl. NO.	Section, Clause & Page No.	RFP Clause/ Part of Clause	Amended Clause
1	Section-II, RFP Clause 2.3, Sl. No. 5, Page 8	The bidder providing call center services must have registered itself with Department of Telecommunication (DOT) / TRAI (OSP licenses). All required permission to run Call Centre / business operations shall be available from state, central, regulatory, tax authorities and all other concerned authorities.	The bidder providing call centre services must have registered itself with Department of Telecommunication (DOT)/ TRAI (OSP licenses) or should have applied for the same on or before date of submission of technical bid. All required permission to run Call Centre / business operations shall be available from state, central, regulatory, tax authorities and all other concerned authorities. In case bidder has applied for the registration, the proof of the same has to be submitted along with declaration (as per Annexure-26 of RFP) for submitting the copy of registration certificate within 15 days from the last date of submission of technical bid.
2	Section-II, RFP Clause 2.3, Sl. No. 7, Page 8	The Clientele of the bidder must include at least one Scheduled Commercial Bank (Indian / Foreign Bank, operating in India) having more than 1000 branches for whom the bidder is providing Call Centre services with at least 20 FTEs (Agents), as on 01.04.2018.	The Clientele of the bidder must include at least one Scheduled Commercial Bank (Indian / Foreign Bank, operating in India) or State Cooperative Bank having more than 250 branches for whom the bidder is providing Call Centre services with at least 20 FTEs (Agents) as on 01.04.2018.
3	Section-II, RFP Clause 2.3, Sl. No. 8, Page 8	The bidder should have obtained valid ISO/IEC 27001:2013 certification.	The bidder should have obtained valid ISO 9001:2008 or higher OR 27001:2005 or higher certification, as on 01.04.2018
4	Section-II, RFP Clause 2.12,	Service Provider shall be responsible for providing the all required facilities (site should	Service Provider shall be responsible for providing the all required facilities (site should be ready with premises, server



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	Para 1, Page 28	be ready with premises, server caging, electrical cabling, and other facilities like access control system, Communication links, etc should be complete) at the proposed site within 10 weeks from date of issue of Notification of Award.	caging, electrical cabling, and other facilities like access control system, Communication links, etc should be complete) at the proposed site within 12 weeks from date of issue of Notification of Award.
5	Section-II, RFP Clause 2.7.2.2 (I), Point No. 10, Page 13	The procurement and maintenance of Licenses etc required for the entire setup is the sole responsibility of Bidder. All the licenses procured should be in the name of Allahabad bank & should be perpetual licenses.	The procurement and maintenance of Licenses etc required for the entire setup is the sole responsibility of Bidder. Bidder may take Licenses in the name of Allahabad Bank or its own Name. However they have to adhere all responsibility of procurement & maintenance of Licenses. Further Bidder has to comply all statutory requirements with respect to licenses procurement & maintenance for the entire call centre setup during the period of contract. Bidder has to keep Allahabad Bank indemnify against all the issues arises from license procurement & maintenance during the period of contract. Bank will only pay the costs defined in RFP (cost per FTE per shift per month). Hence bidder may include the license cost in its commercial bid as per RFP Clause 3.17.
6	Section-II, RFP Clause 2.8.1 , Para 3, Point No. 4, Page 19	Able to speak read and write in Hindi, English and Marathi	Able to speak read and write in Hindi & English
7	Section-III, RFP Clause 3.44.1 , Page 48	The Bidder agrees to receive in confidence all Confidential Information and agrees not to reveal the same to any other person under any circumstances, except to the extent provided for in this RFP/Agreement. The Recipient shall also ensure that the Confidential Information is not used for any of its business or other purposes or such purposes of any other person	The Bidder agrees to receive in confidence all Confidential Information and agrees not to reveal the same to any other person under any circumstances. The Recipient shall also ensure that the Confidential Information is not used for any of its business or other purposes or such purposes of any other person
8	Annexure-2	Bid Security Form	Please refer the revised Annexure-2
9	Annexure-6	Performance Security Form	Please refer the revised Annexure-6
10	Annexure-9	Non-Disclosure Agreement	Please refer the revised Annexure-9
11	Additional Clause (Scope of Work, Manpower,		No. of FTE agent required during year-1 is 20 per day, Year-2 is 30 per day & Year-3 is 50 per day. Further, the above mentioned agents will be deployed (divided) in the shifts for 24x7 operations, as per the



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	2.8.1, Page 19)		<p>requirement of the Bank.</p> <p>Apart from the above, Bidder has to provide atleast One(01) Team Leader per shift & One(01) Quality Manager on floor. Since Bank will adopt single consideration for all services i.e. cost per FTE (Full Time Equivalent) per shift per month for the commercials, Bidder has to load the cost of Team Leader & Quality Manager on the same, as per RFP clause 3.17.</p>
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Response/Clarification of Pre-Bid Queries:-

Sl. No.	Section, Clause & Page No.	RFP Clause/Part of Clause	Query	Bank's Response
1	Annexure 18	Total Cost of Ownership (TCO =C1+C2+C3) (in figure)	As per the RFP total no of FTE's = 20 for Year 1, 30 FTE's for year 2, 50 FTE's for year 3. Do we have to size and prepare the BOQ for 50 users?	No. of FTE agent required during year-1 is 20 per day, Year-2 is 30 per day & Year-3 is 50 per day. Further, the above mentioned agents will be deployed (divided) in the shifts for 24x7 operations, as per the requirement of the Bank. However, for sizing & preparing BOQ bidder has to keep in mind the scope of project (RFP Clause 2.7), RFP Clause 2.8.1, 3.1 & 3.17.
2	Section 2 RFP Clause 2.7.3.6 Page No.16,17	Email & Chat based services Video Chat /Co-browsing /Social Media	a. What will be the total no of agents for Email, Chat, Social Media and Co Browse? b. Total no of PRI's needed?	The no. of agents for Inbound call, Outbound call, email, chat, social media, co-browse etc. Will be deployed from the no. of agents allotted during the corresponding year, as per the requirement of the Bank. Further bidder has to provision the no. of PRI Lines as per the requirement indicated by Bank in the RFP & its addendums.
3	Section 2 RFP Clause 2.7.2.2 Page No.13	Please note, Bidder has to host the Proposed Technical setup (Hardware including Servers, Software, Network Equipments, Routers etc) required for the Call centre operations, at Banks DC Mumbai and DRS Lucknow.	Are we expected to have DR site with infrastructure to manage eventualities.	Yes. Please refer to the RFP clause 2.7.2.2 for more details.
4	Section 2 RFP Clause 2.7.2.2 Page No.13	The solution proposed by the vendor shall be made PCI DSS and PA DSS compliant, as per Bank's / regulatory requirement in future without any	PCI DSS & PA DSS compliance should be carried out only if any transactions are carried out on the call – Need clarity as this has a cost	Initially bank does not require the PCI DSS & PA DSS compliance. However, Bank in future may opt for the same. Hence bidder has to provision for the same at that time with no cost to bank.



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Sl. No.	Section, Clause & Page No.	RFP Clause/Part of Clause	Query	Bank's Response
		additional cost.	component	
5	Section 2 RFP Clause 2.7.2.2 Page No.13	The procurement and maintenance of Licenses etc required for the entire setup is the sole responsibility of Bidder. All the licenses procured should be in the name of Allahabad bank & should be perpetual licenses.	Need clarity –RFP states bidder will be responsible for deploying hardware and software if so the licenses should be in vendor name? need clarity	Please refer amendment under SI. NO. 5
6	Section 2 RFP Clause 2.7.2.2 Page No.13	Additionally, the vendor should provide tools that can transfer leads from inbound calls to outbound calls for outbound tele marketing.	Need clarity in sizing on Inbound, Outbound, email, Chat	Currently bank doesn't have any call centre. The expected inbound/outbound calls etc. during initial stage would be around 2,000 per day which may scale upto 6000, during the tenure of 3 years. However actual no. of calls, as indicated above, may differ.
7	Section 2 RFP Clause 2.3 Page No.8	The bidder should have obtained valid ISO/IEC 27001:2013 certification	We have ISO 9001 2015 certificate. Request the Bank to relax this criteria.	Please refer amendment in eligibility criteria
8	Section 2 RFP Clause 2.3 Page No.8	The bidder providing call centre services must have registered itself with Department of Telecommunication (DOT)/ TRAI (OSP licenses). All required permission to run Call Centre / business operations shall be available from state, central, regulatory, tax authorities and all other concerned authorities	Kindly modify the clause as: The bidder providing call center services must have applied for registering itself with Department of Telecommunication (DOT) /TRAI (OSP licenses). All required permission to run Call Centre /business operations should be obtained by the bidder from state, central, regulatory, tax authorities and all other concerned authorities.	Please refer amendment in eligibility criteria



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Sl. No.	Section, Clause & Page No.	RFP Clause/Part of Clause	Query	Bank's Response
9	Section 2 RFP Clause 2.3 Page No.8	The Clientele of the bidder must include at least one Scheduled Commercial Bank (Indian / Foreign Bank, operating in India) having more than 1000 branches for whom the bidder is providing Call Centre services with at least 20 FTEs (Agents), as on 01.04.2018.	Kindly modify the clause as: The clientele of the bidder must have either Scheduled Commercial Bank or State Apex Level banks where the call centre should have handled minimum 250 branches' services with at least 50 agents.	Please refer amendment in eligibility criteria
10	Section 2 RFP Clause 2.3 Page No.8	The bidder should have obtained valid ISO/IEC 27001:2013 certification.	Kindly modify the clause as: The bidder should have applied for ISO/IEC 27001:2013 certification.	Please refer amendment in eligibility criteria
11	Section 2 RFP Clause 2.7.1 Page No.11	The centre set up by the bidder would perform both inbound and outbound functions, Self service functions through IVR etc. as per the scope of work mentioned in this document	Please provide the seat Bifurcation for all the scope mentioned	The no. of agents for Inbound call, Outbound call, email, chat, social media, co-browse etc. Will be deployed from the no. of agents allotted during the corresponding year, as per the requirement of the Bank.
12	Section 2 RFP Clause 2.7.3.6 Page No.17	Video Chat/Co-browsing/Social Media	Need more clarity on expectation for Video Chat based services	During the initial setup bank does not requires the Video Chat facility. However, Bank in future may opt for the same. Hence bidder has to provision for the same at that time with no cost to bank. Detailed functionality for the Video Chat will be shared at the time of implementation of this facility.
13	Section 2 RFP Clause 2.7.2.2 Page No.13	The procurement and maintenance of Licenses etc required for the entire setup is the sole responsibility of Bidder. All the licenses procured should be in the name of Allahabad bank & should be perpetual licenses.	1. The licenses/Softwares are brought in the name of vendor only. Let us know whether Bank will pay the vendor for licenses/Software brought in Bank's name. As at the end of contract, Bank wants to transfer these licenses/softwares to any successor entity of the Bank.	Please refer amendment under SI. NO. 5
14	Section 2 RFP Clause 2.7.2.2	Please note, Bidder has to host the Proposed Technical setup (Hardware including	Pl let us know the extent of replication that needs to be done.	The Technical setup hosted at DRS Lucknow should be exact replica of the setup hosted at Banks DC Mumbai.



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Sl. No.	Section, Clause & Page No.	RFP Clause/Part of Clause	Query	Bank's Response
	Page No.13	Servers, Software, Network Equipments, Routers etc)required for the Call centre operations, at Banks DC Mumbai and DRS Lucknow. In this setup Service Provider's agents will have to access the setup from their proposed location (as per RFP clause 2.7.1 & 2.7.2.1). The Technical setup hosted at DRS Lucknow should be exact replica of the setup hosted at Banks DC Mumbai. During DR Drills or when DRC is acting as Primary Site, all the functionality within the scope of RFP should be available/operational without any failure from DR site	Hosting of replica at DR site would increase the cost .	Please refer to the RFP clause 2.7.2.2 for more details.
15	Section 2 RFP Clause 2.7.3.4 Page No.15	The contact centre IVR should provide the list of services and functionality as per Annexure-17. The Bank may suggest changes and customization in IVR tree structure or in any operation through IVRS , from time to time, pertaining to the functionalities as mentioned in Annexure-17, which the Vendor will be required to execute within 7working days at free of cost. In the event that the changes/service requests are complex in nature, the execution time will be mutually agreed upon. The initial IVR flow implemented by the vendor should be capable of being scaled up to support increase in ports as well as functionalities required by the Bank and no incremental cost would be borne by the Bank for these	1. IVR change request should not be free of cost. Vendor should be allowed to rebill the same to Bank. As the magnitude of change and effort required can be known only when the requirement is known. 2. Port increment depends on the size of Volume of calls. In future if the call volume increases significantly, a substantial investment is required to enhance the ports and allied infra. Request Bank to reconsider this scaleup clause at no incremental cost.	No Change in RFP Clause. Bidder may load all such costs in its commercial bid, as per RFP Clause 3.17



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Sl. No.	Section, Clause & Page No.	RFP Clause/Part of Clause	Query	Bank's Response
		changes. If the bidder fails to execute the changes/service requests within the time limit, then penalty of Rs.5,000/- per week will be imposed on bidder till the time it gets executed.		
16	Section 2 RFP Clause 2.8.1 Page No.19	The following are the minimum requirements for Call Centre Agents (FTEs): <ul style="list-style-type: none">• Minimum 12th passed and pursuing graduation, preferably graduate or equivalent• Should be above 18 years of age• Able to speak read and write in Hindi and English.• Experience of at least 1 year in a Contact Centre, or in direct selling/ telemarketing in the service industry• Awareness of Banking and Bank's products e.g. interest rates, renewal periods etc.	1. Requirement of getting 100% Agents with minimum 1 year experience is difficult. Request the bank to relax this criteria to a mix of freshers and six months experience.	No Change in RFP Clause.
17	Section 2 RFP Clause 2.8.1 Page No.19	The following are the minimum indicative requirements for Team Leaders: <ul style="list-style-type: none">• Must be graduate or equivalent• Certified from NASSCOM or similar certification acceptable to the Bank• Should be above 21 years of age• Able to speak read and write in Hindi, English and Marathi• Experience of at least 3 years in a Contact Centre, or in direct selling/ telemarketing in the service industry (Fresh candidates CANNOT be considered)• Experience in coaching	1. Pl let us know the exact certification name from NASSCOM that bank is referring to. 2. Whether Marathi language is required here for TLs.	1. Any certificate received from NASSCOM for BPO industry, which proves the agent skills, Knowledge, and efficient handling of agents on floor. 2. Please refer amendment in SI.NO.6



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Sl. No.	Section, Clause & Page No.	RFP Clause/Part of Clause	Query	Bank's Response
		and developing skills of people • Effective problem-solving and decision making skills • Good knowledge of Bank's products & processes, their uniqueness, comparison to competitors etc.		
18	Section 2 RFP Clause 2.8.2 Page No.19	The Bidder should put in place adequate & verifiable process for conducting due diligence on its employees prior to their appointment by way of verifications of their academic/other credentials with reference to original certificates issued by schools/colleges/universities /other statutory authorities, obtaining & verifying at least two respectable references, verification of details of previous employment etc.	As a industry practice, in domestic BPO, background verification of agents is not done as it is an entry level job. Plus it would increase overheads in terms of hiring resources. Request Bank to reconsider this clause.	No Change in RFP Clause.
19	Section 2 RFP Clause 2.8.4 Page No.20	The Vendors will put in place evaluation systems to continuously evaluate the performance of its resources. A 'Quality Score' may be generated for all agents on daily basis and put up to the Bank on weekly basis. The parameters for 'Quality Score' will include time duration for various functions, number of calls handled, number of leads generated, fatal error, etc. The Bank and Vendors may jointly decide on the benchmarks for Quality Score and the Vendors will agree to maintain only those agents who qualify the "Quality Score" criteria as decided above for	1. Generally a sample of calls are monitored on a daily basis which does not cover ALL agents. However Banks requirement is generate a 'quality score' for ALL agents on a daily basis. 2. Bank here states that they would like to remove those agents who have not met the agreed 'quality score'. Immediate removal of an employee is done if he commits a grave error such as abuse of customer , Call disconnection , Fraud etc.	No Change in RFP Clause.



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Sl. No.	Section, Clause & Page No.	RFP Clause/Part of Clause	Query	Bank's Response
		audit/inspection.		
20	Section 2 RFP Clause 2.15 Page No 28	There is no exit clause from Vendor's side.	Exit clause for vendor also needs to be provided.	No Change in RFP Clause.
21	Section 2 RFP Clause 2.7.5 Page No.18	Further the selected vendor, at their cost, shall ensure that all applications (Including hardware, software etc.) provided as part of call centre solution are audited by a reputed third-party auditor from information security perspective and also to submit a confirmation having undertaken such audit and certifying that there are no concerns from security perspective along with a copy of the audit certificate before go live of the application. Such certificate shall also be submitted afresh as and when modifications are made to the applications. Further the selected vendor shall ensure adherence to encryption requirement of data in transit and rest as per industry standard/regulatory requirement.	We have our own internal team for audits which we can employ or else bank can send their auditors for conducting similar audits.	No Change in RFP Clause.

Further, for all other queries/requests submitted by the bidders in the Pre-Bid Meeting or elsewhere, for change i.e. addition/modification/deletion in the existing clauses of RFP, the **Bank's response is 'No Change'**.

The clause/s amended through this addendum will override the existing clause/s of the RFP.

All other terms and conditions of the RFP document remain unchanged. Please treat this Addendum as an integral part of the RFP document issued.

(Chief Manager-IT)
Allahabad Bank, Head Office
Kolkata (WB)



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Bid Security Form (ANNEXURE - 2)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

Bank Guarantee No. _____

Date: _____

To:
The Chief Manager (IT)
Allahabad Bank, Head Office,
Information Technology & Digital Banking Department,
2, Netaji Subhas Road, Kolkata – 700 001, India

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid for setting up the call centre for Allahabad bank in complete outsourced model, in response to Allahabad Bank's Request for Proposal (RFP) Ref. No. HO/IT&DB/HW/Call Centre/2017-18/92 dated 20.03.2018 (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 the territorial limits of India) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK , a body corporate constituted under the Banking Companies(Acquisition and Transfer of Undertaking) Act, 1970 and having its corporate office at 2, N.S. Road, Kolkata 700001 (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 In case of successful bidder, if the bidder :
 - (i) fails or refuses to execute the Contract Form; or
 - (ii) fails or refuses to perform, in accordance with the Terms & Conditions of the RFP ; or
 - (iii) fails or refuses to furnish the Performance Guarantee, in accordance with the Terms & Conditions of the RFP

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

This guarantee will remain in force up to and including 60 days after the period of the bid validity i.e. up to _____ (mention date of expiry which should be a minimum of bid validity + 60 days).

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. 16,00,000/- (Rupees Sixteen Lakhs only).

Date: _____

Place: _____ SEAL _____ Code No. _____ SIGNATURE _____
NOTE: _____

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



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PERFORMANCE SECURITY FORM (ANNEXURE-6)

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

Bank Guarantee No. _____

Date: _____

To :

The Chief Manager (IT)
Allahabad Bank, Head Office
Information Technology & Digital Banking,
2, Netaji Subhas Road, Kolkata – 700 001, India

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) and undertaken for setting up call centre for Allahabad bank in complete outsourced model (hereinafter called "goods and services") in response to Allahabad Bank's Request for Proposal (RFP) Ref. No HO/IT&DB/HW/Call Centre/2017-18/92 dated 20.03.2018

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 the territorial limits of India) (hereinafter called "the Bank") are bound unto ALLAHABAD BANK a body corporate constituted under the Banking Companies(Acquisition and Transfer of Undertaking) Act, 1970 and having its corporate office at 2, N.S. Road,Kolkata 700001 (hereinafter called "the Purchaser") in the sum of _____, for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

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

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

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

This guarantee is valid until _____ day of _____ 20__.

Notwithstanding any other term contained herein

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

Date:

Place:

SEAL

Code No.

SIGNATURE

NOTE:

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



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Non-Disclosure Agreement (ANNEXURE-9)

THIS AGREEMENT made and entered into aton this the.....day of.....20... Between ALLAHABAD BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at -----hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

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

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

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

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

1. Confidential information
"Confidential Information" means and includes all data, documents and information disclosed or to be disclosed by either Party to other Party and its Representatives (as defined herein) (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.
"Receiving Party and /or its employees/representatives/agents" means party who receives confidential Information.
"Disclosing Party and /or its employees/representatives/agents" means party who discloses Confidential Information.
2. Use of Confidential Information
Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such



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employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

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

3. Exemptions

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

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

4. Term

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

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

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement or



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information received under this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the Bank.

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

7. Remedies

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

8. Entire Agreement

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

9. Severability

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

10. Indemnity

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

11. Dispute Resolution Mechanism

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

12. Jurisdiction

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

13. Governing Laws

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

14. Authority to Execute the Contract

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

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

SIGNED:

For and on behalf of

BANK

M/s

.....



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DECLARATION FOR THE DOT/TRAI(OSP LICENCES) REGISTRATION(Annexure-26)
(To be submitted on the letter head of the Bidder)

To
The Chief Manager (IT)
Information Technology and Digital Banking
Allahabad Bank,
Head Office,
2, Netaji Subhash Road,
Kolkata – 700001, (W.B.)
India

Dear Sir,

Sub: Declaration for the DOT/TRAI (OSP Licences) Registration
RFP Ref: HO/IT&DB/HW/Call Centre/2017-18/92 dated 20.03.18

With reference to the above RFP & its amendment, We hereby confirm that:

1. We have already applied for the Registration of DOT/TRAI (OSP Licenses) on _____. The proof of the same is attached with the document.
2. Further, we assure Bank we will submit the copy of Registration (DOT/TRAI -OSP Licenses) to the Bank within 15 days from the last date of submission of Technical Bid.
3. If we fail to submit the said document by due date, the bank has a right to disqualify our technical bid from the further process and we will be having no claim/objection against the same.

Signature of Authorized Official

Name and Designation with Office Seal

Name of the Bidder:

Place:

Date: