



ALLAHABADBANK

(A Government of India Undertaking)

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REQUEST FOR PROPOSAL FOR SELECTION OF BOOK RUNNING LEAD MANAGERS FOR PROPOSED QUALIFIED INSTITUTIONS PLACEMENT (QIP).

RFP Ref. No. - HO/SD/RFP/101

Dated. 09.11.2017

COST OF RFP DOCUMENT- ₹10000/- (Non Refundable)

(Payable by Demand Draft favouring Allahabad Bank. In case of download of RFP from Bank's website the bidder will have to pay the cost of RFP in separate cover along with the Technical Bid.)

Tentative Time Schedule:

Event	Time/Date
Pre-Bid Meeting	15.11.2017 At 3:30 P.M. At Bank's Head Office
Last Date and Time for Submission of Technical Bids	21.11.2017 upto 2:00 P.M.
Technical Bids Opening Date and Time	21.11.2017 at 3:30 P.M.
Presentation By Technically Qualified Bidders	22.11.2017 from 11.00 A.M.
Opening Of Financial Bids	After completion of presentation

Contact person for any query/clarification: Shri Dina Nath Kumar,
Chief Manager (Company Secretary)
Tel: 033-22420878.
E-mail: ho.sbd@allahabadbank.in

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Request for Proposal (“RFP”) for acting as Book Running Lead Manager (“BRLM”) in the proposed Qualified Institutions Placement (QIP) of Allahabad Bank (the Bank)

1. ABOUT THE BANK:

Allahabad Bank is the oldest and one of the leading Public Sector Banks of India. The Bank has been constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and is having its Head Office at 2, Netaji Subhas Road, Kolkata- 700 001.

Government of India (GOI) has 68.32% shareholding in the Bank as on 30.09.2017. The Bank is one of the mid sized Banks in India having PAN India presence with 3245 domestic branches in India. Besides the Bank has one overseas branch at Hongkong. The Bank has one wholly owned subsidiary, one associate and two Joint ventures as on March 31, 2017. The Bank’s standalone deposits, advances and total assets were 2019 billion, 1508 billion and 2398 billion, respectively, as on March 31, 2017.

The range of products and services offered by the Bank includes loans and advances, deposits, foreign exchange and derivatives products, retail lending, fee and commission based products and services, as well as alternate payment platforms and products.

2. PROPOSAL:

- 2.1 The Bank intends to tap capital markets via a QIP. The issue size may vary based on various factors including but not limited to management discretion. The Bank intends to initiate the work relating to appointment of Book Running Lead Manager (“**BRLM**”) and other intermediaries to prepare the requisite documents and to undertake various activities in relation to the QIP.
- 2.2 The Bank wishes to invite proposals from interested registered Category-I Merchant Bankers (herein after referred to as “**the Merchant Bankers/ Bidders/ Lead Managers/ BRLM**”) to act as BRLM in the proposed QIP of the Bank through this RFP Document.
- 2.3 Proposals are hereby invited from reputed Merchant Bankers registered as such with SEBI, independently and not in consortium, having a valid certificate, with experience and expertise in handling capital market



issues including Initial Public Offer (IPO), Follow-on Public Offer (FPO) and Qualified Institutions Placement (QIP) and fulfilling eligibility criteria to assist and advise the Bank in the QIP process.

2.4 The Bank will select and appoint one or more Merchant Bankers with requisite experience who together will be designated as BRLMs. The BRLMs, in consultation with the Issuer, will form a syndicate as required under the applicable law, guidelines & regulations. The Bank will have the option of appointing additional syndicate member(s)/ Advisor(s) / Co-Manager (s) if considered necessary.

3. SCOPE OF WORK:

The terms and conditions for submission of proposal, selection and appointment are enumerated as under:

The BRLMs will be required, *inter-alia*, to undertake tasks related to all aspects of the QIP as prescribed under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 (as amended from time to time) ("**SEBI ICDR**") and subject to related domestic and international legislations, including but not limited to the following:

- (i) Advise the Bank on the timing and the modalities of the QIP;
- (ii) Structure the transaction in conformity with the applicable laws, especially the extant regulatory and statutory framework including under the Banking Regulation Act, 1949, Companies Act, 2013, SEBI Act, 1992 and the Securities Contract (Regulations) Act, 1956, SEBI ICDR Regulations, 2009, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes, Rules, Regulations, Guidelines issued, or the guidelines or directions issued by the Stock Exchanges or otherwise;
- (iii) Advise on the (i) regulatory norms, disclosure and disclaimer requirements and generally assist in securing the requisite statutory and regulatory approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from SEBI, Stock Exchanges, RBI, and other regulatory and statutory authorities, (ii) filing of returns or notices with stock exchanges, Registrar of Companies or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities; and (iii) preparation of requisite literature for circulation, publication, etc. relating to the transaction.



- (iv) Undertake due diligence activities and prepare the Draft Placement Document / Placement Document and completing all stipulated requirements and formalities of regulatory/statutory authorities.
- (v) Undertake filing of the Draft Placement Document / Placement Document with Stock Exchanges.
- (vi) Guide, facilitate and advise on the regulatory norms and assisting in securing approval and exemptions, wherever necessary, from various regulatory agencies and others and completion of regulatory requirements.
- (vii) Ensure best pricing for the Bank.
- (viii) Conduct pre-market survey, road shows, generate interest amongst prospective investors and undertake the book building exercise for the Bank. Arranging meetings with the key investors and facilitate communication about the growth potential of the Bank and articulating the key marketing themes and positioning of the Bank.
- (ix) Undertake market research, pricing of the QIP, allocation of shares and after sales support.
- (x) Coordinate the work of intermediaries undertaking due diligence, drafting the Placement Documents for the QIP.
- (xi) Coordinate the task of printing and distribution of stationery required for the QIP.
- (xii) Perform all other responsibilities and render all assistance as may be required in connection with the QIP, and ensure that the QIP issue is a success.
- (xiii) Ensure completion of all post transaction related activities as laid down in the applicable laws including SEBI Regulations and/or NSE and/or BSE rules and the LODR etc.
- (xiv) Any other activity incidental or arising out of the said issue.

NOTE: The Scope of work is only indicative & illustrative and will be eventually governed by the terms and conditions of Placement Agreement when the same is signed between ALLAHABAD BANK and Merchant Banker(s).



4. ELIGIBILITY CRITERIA:

- 4.1 Bidders should have handled at least one domestic equity issue (Initial Public Offer/or Follow-on Public Offer/QIP (Qualified Institutions Placement) of the issue size of **₹500 crore** or more in BFSI (Banking Financial Service & Insurance) space during the period from 1st April, 2015 to 30th September, 2017. The information in this regard to be provided in format as per '**Annexure III**' for all Sectors and '**Annexure V**' for BFSI Sector
- 4.2 Bidders should be a registered with SEBI as Category-I Merchant Banker and their certificate of registration should be valid. The certificate of registration with SEBI should remain valid till the completion of all activities relating to the scope of work/responsibilities of QIP.
- 4.3 The bidding Merchant Bankers should not have been prohibited by any regulatory authority or Court or Tribunal or any Authority in offering such services and should not have been blacklisted/debarred penalized by Central Government or State Government or SEBI or RBI or by any authority in the past or is pending. Details in this regard, if any, should be provided in format as per '**Annexure IV A**'
- 4.4 The bidding Merchant Bankers should give an undertaking that no action has been initiated by SEBI/CVC/RBI or any other Government/Statutory agency with regard to any financial irregularities.
- 4.5 The selected Merchant Bankers would be required to sign the non-disclosure agreement with the Bank. Failure to sign the same would make their appointment null and void.
- 4.6 All the interested Bidders fulfilling eligibility criteria mentioned above as a part of the proposal are advised to furnish the undertaking and declarations as given in **Annexure - IX**. The undertaking should be to the effect that there is no conviction by a Court of Law or indictment/adverse order or blacklisting by a regulatory or Governmental Authority or PSB/PSU against them or any of their sister concern(s). It should certify that there is no investigation pending against them or their sister concern(s) or the CEO, Directors/Managers/Employees. The Undertaking should further certify that no conflict of interest exists as on date except as disclosed explicitly. Details in this regard, if any should also be provided in format as per '**Annexure IV B**'



5. SUBMISSION OF PROPOSAL:

Proposals are required to be submitted as per the following directions:

5.1 Envelope 1 (unsealed) containing the following:

- i) Certified Copy of Board Resolution or Power of Attorney (POA) in favour of person signing the bid document;
- ii) Certificate in format (**Refer Annexure-I**);
- iii) Certificate/Declaration as per **Annexure IX**;
- iv) Copy of valid certificate of registration as Category-I Merchant Banker issued by SEBI, duly certified by the person authorized to sign the proposal.

5.2 Envelope 2 (sealed) super-scribed Technical Bid containing the Technical Bid as per Proposal Format as mentioned in clause 7 hereunder, to be opened in the presence of the Bidders. The bidders are also required to send technical bid through soft copy to the Bank after the opening of the bids.

5.3 Envelope 3 (sealed) super-scribed Financial Bid containing the Financial Bid as per **Annexure -II** and proposal Format as mentioned in clause 9, to be opened only after the technical evaluation. The financial bids of those bidders who qualify technically will be opened in the presence of the Bidders at a pre notified date and time.

5.4 The proposal (all three envelopes) can be submitted latest by **14:00 Hrs. on November 21, 2017 either to The General Manager (F&A), CFO and Compliance Officer, Allahabad Bank Head Office, 2 Netaji Subhas Road, Kolkata- 700001 or to The Chief Manager (Company Secretary), Shares and Bonds Department, Allahabad Bank Head Office, 2 Netaji Subhas Road, Kolkata- 700001** in hard copies in original, duly signed by the authorized officer of the Merchant Banker. The sealed Bid envelopes should be delivered as aforesaid between 10:00 hours to 16:00 hours on working days only (Prospective bidders can enquire about the working days from the contact person).

5.5 No proposal will be entertained or considered after the appointed time and date.

The Bank will not be responsible for any postal/ courier delay. The



proposals received after the appointed time and date will be rejected summarily and for which Bank shall not be liable or called for or answerable.

5.6 The Bank reserves the sole right to accept or reject any or all Proposals thus received without assigning any reasons therefor. The decision of the Bank management in regard to the selection of Merchant Bankers will be final and absolute.

6. TIME FRAME:

The following is an indicative timeframe for the overall selection process. The Bank reserves the right to revise/modify this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof to any of the Bidders. Changes to the timeframe will be conveyed to the affected Bidders during the process.

RFP Notification	November 14, 2017
Last date of submitting queries	Upto 11.00 A.M., November 15, 2017
Pre-Bid Meeting Date	November 15, 2017
The last date for submission of Bids	Upto 2:00 P.M. November 21, 2017.
Presentation By Bidders	November 22, 2017

The queries should be emailed on ho.sbd@allahabadbank.in

7. PROPOSAL FORMAT:

The Proposals are to be submitted by the bidders in detail as indicated in the following sections. The weightage for evaluation of the Merchant Banker in respect of each criterion has been indicated against each section. The Technical evaluation will be done on the weightage of 100 initially to be normalized to 60% in the final scores.

The Bid/ Proposal is to be submitted in details as indicated in the following Sections. The weightage for evaluation of the Bidder in respect of each



criterion has been indicated against each Section.

Section	Description
A	<p>Experience and capabilities in handling BFSI deals in Indian equity markets and understanding/positioning of Indian Banking Sector – (25%).</p> <p>Credentials:</p> <p>i) Experience of managing Capital Market issuances as Merchant Bankers</p> <p>ii) Mobilization commitment (₹ in crore)</p>
B	<p>Understanding and Positioning of Allahabad Bank - (15%).</p> <p>i) Earlier transaction(s)/deals done with Allahabad Bank;</p> <p>ii) Understanding, positioning and valuation of Allahabad Bank;</p> <p>iii) SWOT Analysis of the Bank.</p>
C	<p>Team Qualification/strength (BFSI) and Manpower commitment- (10%).</p> <p>Details to be provided as per format in ‘Annexure VI’</p> <p>i) Details of the core team that will be handling the proposed issue, their status in the organization, their background, qualification, experience and contact details.</p> <p>ii) Quality of deal team and its ability to handle the issues that arise during the transactions.</p> <p>iii) Details of other professionals who would provide back-up support may also be indicated separately. An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation, etc., another person of similar qualification and experience would be made available.</p>
D	<p>Investor connects, relationship and track record (25%).</p> <p>i) Indicate domestic and global distribution network;</p> <p>ii) Understanding and relationship with domestic and international institutional investors.</p>



E	Research coverage and capability (15%). i) Research strength within the country and globally ii) Research reports published on Banking and Financial Services companies in India iii) Background and Rating of Research Team. Details in this regard is to be provided in ' Annexure VIII '
F	Understanding of Regulatory laws/issues (10%). i) Understanding the requirements of various regulatory agencies pertinent for the issue and for Allahabad Bank. ii) Guide, facilitate and advise on the regulatory norms and assisting in securing approval and exemptions, wherever necessary, from various regulatory agencies and others and completion of regulatory requirements

8. PROCEDURE FOR SELECTION OF BRLMs:

- 8.1 Qualified interested Bidders, meeting the eligibility criteria would be required to make a presentation (Maximum of 20 minutes) of their credentials, in the format prescribed in Proposal Format (refer clause 7 above), for the proposed transaction, before the Selection Committee of the Bank. The Team Leader of the bidder would be asked to make the presentation.
- 8.2 The Selection Committee would evaluate the bidders on the criteria mentioned in Proposal Format based on their technical expertise and presentation and proposals received. Only bidders scoring at least 60% in the technical bids will be shortlisted.
- 8.3 The Selection Committee would open the Financial Bids of only the shortlisted bidders. The date and time of opening of the Financial Bids would be announced at the time of the presentations.
- 8.4 The marks scored by shortlisted Bidders in the technical evaluation will then be given a weightage of 60%. Similarly, the Financial Bids of the Bidders will be given a weightage of 40%. The combined score of Technical and Financial Bids will determine the H1 (bidder scoring highest point / marks), H2, H3 and so on. The procedure that would be adopted is provided in '**Annexure X**'. The Bank will select the BRLMs



who agree to undertake the assignment. The Bank will use waterfall (sequential ranking) for the next BRLM in case any shortlisted BRLM does not accept the appointment.

- 8.5 The Bank intends to ensure participation of a well-rounded mix of qualifying BRLMs both domestic and foreign, in relation to the QIP. It is therefore intended that the process adopted for short listing of Bidders will strive for a balanced representation of BRLMs as above. The mix of Bankers would be subject to Bank's sole discretion based on evaluation.
- 8.6 The bidder scoring the highest points/marks (H1) based on the above principles would be appointed for the transaction. The other evaluated BRLMs who are ranked as H2, H3 and so on in that order would be asked to accept the fees quoted by H1 and the parties who so accept the fees quoted by H1 will also be appointed till the required number of BRLMs are reached. The Bank may consider selecting any number of Bidders for appointment as BRLMs.
- 8.7 The Left Lead book runner i.e. the BRLM chosen by the Bank to lead in the transaction, will be decided by Bank at its discretion.

9. REQUIREMENTS OF FINANCIAL BID:

- 9.1 The bidders are required to submit financial bid in format as per '**Annexure II**'.
- 9.2 Fee component will be dependent on funds mobilized by respective BRLM. In case of conflict, the Bank's decision will be binding on all BRLMs. The fee quoted by the Bidder would be inclusive of GST, out of pocket expenses, etc. All rules related to GST are to be followed especially those regarding raising of invoice quoting GSTIN of the Bank as well as of the BRLM etc. All bills would be raised in INR and payable in INR only after successful and satisfactory closure of the transaction.
- 9.3 Bidders to note that no drop dead fee i.e. No fee would be payable, if the issue does not fructify for any reason whatsoever.
- 9.4 Domestic and/or international counsels/legal advisor(s) shall be appointed by the Bank and all expenses in this respect shall be borne by the Bank.



10. ACCOUNTABILITY:

The Book Running Lead Managers shall be accountable with respect to the following:

- holding valid registration certificate throughout the duration of the QIP in accordance with the provisions of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time;
- all the responsibilities indicated in Scope of work and any other activities that the Book Running Lead Managers may perform in connection with the QIP (including conducting road shows/ investors' meet); and
- all the other obligations it is required to undertake in accordance with the applicable provisions of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended (including undertaking necessary due diligence) and the terms and conditions of the transaction agreements entered into with the Book Running Lead Managers in connection with the QIP.

In case of violation of the any of the abovementioned terms and conditions, the Bank shall have the right to terminate the engagement of the defaulting Book Running Lead Manager(s) in accordance with the terms and conditions of the transaction agreements entered into with the Book Running Lead Managers in connection with the QIP and take any other legal action or recourse as may be available to the Bank under the applicable laws. BRLM shall be fully liable to Allahabad Bank for all cost, risk and consequences arising therein.

11. DISCLAIMERS:

The RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who may qualify to submit the response to this RFP, to assist them in responding to this RFP. Though this RFP has been prepared with sufficient care to provide all required information to the potential Bidders, potential Bidders however may need more information than what has been provided herein. The potential Bidder is solely responsible to seek the information required from the Bank. The Bank



reserves the right to provide such additional information at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of the Bank, each Bidder may conduct their own study and analysis/assessment and seek its own professional, technical, financial and legal advice, as may be necessary.

11.1 No legal relationship

No binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement with the successful Bidder.

11.2 Evaluation of Offer

Each Bidder acknowledges and accepts that the Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the BRLM, not limited to those selection criteria set out in this RFP.

11.3 Disqualification

Any form of canvassing/lobbying/exercise of influence/cartelization etc. by the Bidder will result in disqualification of such Bidder.

In case it is found during the course of the transaction or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this Request for Proposal has not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Merchant Banker/ selling broker. Also if the Selected Bidder has already been appointed as the Merchant Banker/selling broker, as the case may be, the same shall, notwithstanding anything to the contrary contained in this RFP, be liable to be terminated, by a communication in writing by the Bank to the Selected Bidder without the Bank being liable in any manner whatsoever to the Selected Bidder. This action will be without prejudice to any other right or remedy that may be available to the Bank under the bidding documents, or otherwise. However, before terminating the assignment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.



11.4 Confidentiality

The Bidders including the selected Bidders shall be bound to maintain utmost confidentiality of any kind of Information of the Bank and its customers etc. whether verbally or in writing made known or accessible to the Bidders/selected bidders (Confidential Information). The Bidders/selected bidders shall not disclose the Confidential Information to anyone. The obligation/liability of the Bidders and the selected bidders to maintain the Confidential Information is perpetual and shall survive termination of the engagement.

11.5 No representation or warranty by the Bank

The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the terms and requirements of this RFP and responds to the RFP. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and specify additional requirements or cancel this RFP at any time without assigning any reason there of and without any notice, at its sole discretion.

While due care has been taken in the preparation of this document, the Bank will not be held responsible for any inaccuracy in the information provided herein. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of all such information contained in the RFP.

It is the Bidder's sole responsibility to examine this RFP; examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response to the RFP; and satisfy itself as to the completeness, correctness and sufficiency of all the information contained in its response to the RFP.

11.6 Bank's Discretion

- i) The Bank may at its sole discretion select and appoint such number of Merchant Bankers as it deem fit with requisite experience in capital market issues, who together will form a team and be called BRLMs. The BRLMs, in consultation with the Bank, will form a syndicate as required under the SEBI Guidelines/Regulations.



- ii) The Bank shall be under no obligation to act upon the advice rendered by the Merchant bankers for the appointment of the BRLMs and other intermediaries. The appointment made by the Bank shall be final and binding on all the Bidders.
- iii) In case, if there is substantial change in the composition of the Team handling the QIP of the Bank which can significantly affect its execution, the Bank reserves its right to terminate the agreement with the said selected BRLM without any cost to Bank.

12. Procedure for Selection of Merchant Banker(s)

- 12.1 Allahabad Bank would evaluate the Bidders on the criteria mentioned in paragraph 7 and 8 above based on their technical expertise detailed in the proposals received.
- 12.2 After the short listing of Bidders based on technical basis, the Bank would open the Financial Bids of only short listed Bidders. The short listed Bidders, if they so desire, may remain present at the time of opening of the financial bids.
- 12.3 The technically shortlisted Bidders would be given ranking on the basis of the financial bids submitted by them. The methodology that Bank will be used is given in '**Annexure X**'. The other technically qualified Merchant Bankers ranked as H2, H3 and so on in that order would be asked to accept the fees quoted by H1 and the parties who so accept the fees quoted by H1 will also be appointed till the required number of Merchant Bankers are filled up. The decision of Allahabad Bank shall be final, conclusive and binding on all the Bidders and shall not be questioned or challenged by the Bidder(s).
- 12.4 It is clarified that Allahabad Bank's decision with regard to technical evaluation and opening of financial bid shall be final, conclusive and binding on all the Bidders and shall not be questioned or challenged by the Bidder(s).
- 12.5 The Bank will notify the selected Bidder in writing by letter in duplicate and by facsimile transmission or e-mail. The selected Bidder has to return the duplicate copy of the letter within 1 working day duly accepted, stamped & signed by the Authorized Signatory, as a token of acceptance of the terms and conditions of the engagement.



12.6 The Bidders are requested to keep their technical & financial Bids/ Proposals confidential. If at any stage, it comes to the knowledge of Allahabad Bank that the confidentiality of the Bids was compromised; the appointment or Bid /Proposal of the concerned Bidders would be null and void at the sole discretion of Allahabad Bank.

13. Validity:

The Bidder shall keep the Bid/Proposal valid for a period of **Six (6) months** from the date of opening of financial bid, unless mutually extended for a similar period. However, no upward revision in the fees will be considered.

13.1 In case any Bidder makes any unsolicited communication in any manner, after Bid/ Proposals have been opened, the Bid / Proposal submitted by the particular Bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

13.2 Further, if the LRFP has to be closed because of such rejection, and the LRFP has to be re-tendered, then such Bidder, at the option of Allahabad Bank, shall be disqualified and will not be allowed to bid in the re-tender process. In case of all disputes relating to the LRFP and the matters arising and connected with the LRFP, the Bidder shall make representation to Allahabad Bank and the decision of Allahabad Bank on any or all issues/ grievances raised by the Bidder shall be final, conclusive and binding and shall not be questioned or challenged by the disputing Bidder(s).

13.3 In case any Bidder or any other person approaches external judicial bodies like any Court or Forum or Tribunal and if the Bidder or any other person loses the case after adjudication for reason whatsoever or on merit or the Bidder or any other person opt for not to pursue the matter further and withdraw the matter before decision by such judicial body, the Bidder or any other person who initiated legal proceeding shall reimburse all the expenses incurred by Allahabad Bank in litigation including traveling and associated costs to attend the matter, expenses incurred in obtaining legal advice, advocate fees to represent Allahabad Bank in the matter, irrespective of the decision or decree or judgment or order of such judicial bodies with respect to cost, subject to an overall ceiling of the all inclusive fees quoted by the bidder in its bid document submitted to Allahabad Bank.



- 13.4 It is clarified that any condition put forth by the Bidders, non-conforming the Bid requirements shall not be entertained at all and such Bid shall be rejected forthwith. The decision of Allahabad Bank in this regard shall be final, conclusive and binding and shall not be questioned/ challenged by the Bidders.
- 13.5 It may be noted by the Bidders that Allahabad Bank at its sole discretion may temporarily or otherwise waive any minor informality or infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation.
- 13.6 Decision as to any arithmetical error manifest or otherwise in response to RFP shall be decided at the sole discretion of Allahabad Bank and shall be binding on the Bidder. Any decision of Allahabad Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned/ challenged by the Bidder.
- 13.7 Allahabad Bank reserves the right to alter/re-issue/re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Allahabad Bank's action. Allahabad Bank shall not be bound to give any reasons or explain the rationale for its actions/decisions to annul or abandon or cancel the bid process. Allahabad Bank further reserves the right to alter/re - issue/re- commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Allahabad Bank in this regard shall be final, conclusive and binding on the Bidder(s) and shall not be questioned/ challenged by the Bidder.
- 13.8 All dispute or differences whatsoever arising between the selected bidder(s) and the Allahabad Bank out of or in relation to the construction, meaning and operation or effect of the Contract/Agreement, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration by a sole Arbitrator appointed by the Parties by mutual consensus in accordance with the Rules of Arbitration of the



Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Work under the Contract/Agreement shall be continued by the selected bidder(s) during the arbitration proceedings unless otherwise directed in writing by Allahabad Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract/Agreement, no payment due or payable by Allahabad Bank, to the bidder(s) shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at Mumbai, India.

14. The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).

15. Termination of the Assignment:

15.1 In case it is found during the course of the transaction or at any time before award of the assignment or after execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this request for proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the merchant banker/ selling broker. Also if the selected bidder has already been appointed as the merchant banker/ selling broker, as the case may be, the same shall notwithstanding anything to the contrary contained in this RFP, be liable to be terminated by a communication in writing by the Allahabad Bank to the selected bidder without Allahabad Bank being liable in any manner whatsoever to the selected bidder. This action will be without prejudice to any other right or remedy that may be available to Allahabad Bank under the bidding document or otherwise. However, before terminating the assignment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.



15.2 Further, during the tenure of appointment of the selected Merchant Banker(s) , in case Allahabad Bank (in its sole discretion)/ Allahabad Bank at any time consider that the services of any of the selected Merchant Banker(s) are in any manner deficient and/ or are not being performed to the satisfaction of Allahabad Bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them, Allahabad Bank shall have the right to terminate the appointment of such Merchant Banker(s) without assigning any reason for the same and consequently Allahabad Bank may either reallocate the work allotted to such Merchant Banker(s) whose services are so terminated, to other selected Merchant Banker(s) appointed/to be appointed by Allahabad Bank or alternatively, appoint another merchant banker in their place after following the due process as may be decided and deemed fit by Allahabad Bank.

For Allahabad Bank

A handwritten signature in blue ink, appearing to be 'S. K. Singh'.

**General Manager (F&A),
CFO and Compliance Officer**



Annexure-I

FORMAT OF CERTIFICATE

This is to certify that the fee quoted by us for engagement as Book Running Lead Managers for QIP of Allahabad Bank is in accordance with the terms and conditions laid down in the Request for Proposal displayed on the website of Allahabad Bank and is unconditional and irrevocable.

Seal with signatures of authorized signatory of the BRLM



Annexure-II

FINANCIAL BID

Quotation Title	Selection of Merchant Bankers for QIP of Bank during FY 2017-18
Quotation Ref. No.	
Name of Merchant Banker	
Contact Number	
Contact person	
Single quote for QIP	

Particulars (Financial bid)	To be Quoted in
Fee for acting as Book Running Lead Managers to QIP. {Bid has to be quoted as an inclusive bid and ALLAHABAD BANK shall not pay any expense other than those mentioned below. (Bids in slab format shall be liable to be rejected)}.	Fee in % of the amount mobilized and allotted. (The fees to be quoted should be exclusive of applicable taxes).

Seal & Signature

Date:-



Annexure-III

DETAILS OF DOMESTIC/ INTERNATIONAL PUBLIC OFFERINGS

Parameters	01.04.15 to 31.03.16		01.04.16 to 31.03.17		01.04.17 to 30.09.17	
	Mandate	Value (in ₹ crore)	Mandate	Value (in ₹ crore)	Mandate	Value (in ₹ crore)
Domestic Equity Public						
Total						
International Equity Public Offerings						
Total						
Public Offerings pulled out/ withdrawn Pre or Post road show						
Total						

Note: (i) Provide for all Issue types i.e. IPO/FPO/QIP

(ii) Provide list of IPO with a role as Left Lead Bank also in above mentioned format.



Annexure-IV

A. PENDING LITIGATIONS AND CONTINGENT LIABILITIES:

Sl. No.	Statute	Financial Year	Amount (in ₹ crore)	Forum where dispute is pending	Description

B. CONFLICT OF INTEREST:

Sl. No.	Company	Type of Issue	Amount (in ₹ crore)	Expected Issue Date	Description



Annexure-V

DETAILS OF DOMESTIC/ INTERNATIONAL PUBLIC OFFERINGS (BFSI Sector)

Parameters	01.04.15 to 31.03.16		01.04.16 to 31.03.17		01.04.17 to 30.09.17	
	Mandate	Value (in ₹ crore)	Mandate	Value (in ₹ crore)	Mandate	Value (in ₹ crore)
Domestic Equity Public						
Total						
International Equity Public Offerings						
Total						
Public Offerings pulled out/ withdrawn Pre or Post road show						
Total						

Note: Provide for all Issue types i.e. IPO/FPO/QIP



Annexure-VI

STATEMENT SHOWING INFORMATION ABOUT THE TEAM

A. Please Submit Organizational Chart

B. Details of Team

Particulars	Total Years of Experience	Years of Experience with Present Organization	Location	No. of Issues Handled	Amount (in ₹ crore)
Bidder Division (Members)					
Equity Capital Market (Members)					
Sales (Members)					
Research (Members)					

C. Details of Proposed Team to handle ALLAHABAD BANK Issue

Particulars	Total Years of Experience	Years of Experience with Present Organization	Location	No. of Issues Handled	Amount (in ₹ crore)
IBD (Members)					
ECM (Members)					
Sales (Members)					
Research (Members)					



Annexure - VII

STATEMENT SHOWING DETAILS OF PUBLIC OFFERINGS MOBILIZATION

Particulars	QIB		HNI		Retail		Amount (in ₹ crore)	% of Mobilization in the Corresponding Issues
	No. of Issues	Amount (in ₹ crore)	No. of Issues	Amount (in ₹ crore)	No. of Issues	Amount (in ₹ crore)		
India								
IPO								
FPO								
QIP								
IPP								
Total								



Annexure-VIII

STATEMENT SHOWING RESEARCH REPORTS DETAIL

Research	Domestic Staff Strength (in Number)	No. of Research Publication	Date of Publication of Last Report	Rating	Target Price
A. Sectors					
1.					
2.					
3.					
4.					
5.					
B. BFSI Companies					
1.					
2.					
3.					
4.					
5.					



ANNEXURE-IX

UNDERTAKING

“We hereby solemnly undertake and declare that there has been no conviction by a Court of Law or indictment/adverse order or blacklisting by SEBI or RBI or any regulatory or Governmental Authority or PSB/PSU against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/Employees of our concern or of our sister concern(s) including before any Court/Forum /or (any Body constituted) relating to any offence or wrong doing. It is certified that no conflict of interest exists as on date except as disclosed explicitly and if in future such a conflict of interest arises we will intimate the same to the Bank.

We agree that we shall not, without the consent of Allahabad Bank while being engaged by the Bank as BRLM, accept a written or a verbal mandate for any offering of equity of any other Indian Bank.

Further we hereby undertake that the decision taken by the Selection Committee of Allahabad Bank regarding the qualified Bidder shall be binding upon us.”

We hereby undertake that we will have no claim against Allahabad Bank whatsoever in case of discontinuation of the process of QIP issue.

If at any point of time, our above undertaking is found to be incorrect, the Bank shall have full right and discretion to reject/terminate our bid/contract/appointment at any point of time without any prior notice. No fee or any other expenses would be paid in such a case.

Note: *The undertaking should be signed by the authorized signatory of the Bidder. The content of the undertaking must not be changed. Clarification, if any, is to be provided separately.*



Annexure- X

Modus Operandi for Evaluation of Bids:

1. Evaluation of offers will be under Combined Technical and Financial Bids based System. Qualifying marks obtained by shortlisted bidder will be allotted a weightage of 60% while the financial bids will be allotted weightage of 40%.
2. Financial bid of the shortlisted BRLMs quoting the lowest percentage of fees will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted percentage of fees. Similarly technical bid of the BRLMs having obtained highest marks will be given technical score of 100 and other bids will be given technical score inversely proportional to the marks obtained by them.
3. The total score, both technical and financial, shall be obtained by weighting the quality and cost scores and adding them up. On the basis of the combined weightage score for quality and cost, the BRLMs shall be ranked in terms of the total score obtained. The BRLM obtaining the highest total combined score in evaluation of cost and quality will be ranked as H-1 followed by the BRLMs securing lesser marks as H-2, H-3 etc. The BRLMs securing the highest combined score and ranked as H-1 will be selected and appointed at the fees quoted by them with approval of the competent authority. The other evaluated BRLMs who are ranked as H2, H3 and so on in that order would be asked to accept the fees quoted by H1 and the parties who so accept the fees quoted by H1 will also be appointed till the required number of BRLMs are reached. The Bank may consider selecting any number of Bidders for appointment as BRLMs.
4. The formula for working out the combined score will be as under:

$$\text{Total scores} = T(w) \times T(s) + F(w) \times F(s)$$

T(w) stands for weightage for Technical score i.e. 0.6

T(s) stands for Technical score evaluated as mentioned above

F(w) stands for weightage for Financial score i.e. 0.4

F(s) stands for Financial score evaluated as mentioned above

An example to clarify the matter is produced below. Suppose, there are three BRLMs (A, B & C) qualified based on the marks received on technical parameters and percentage of fees quoted by them are as under:

Book Running Lead Managers (BRLMs)	Marks obtained in Technical bid	Fees quoted (%) of issue size
A	80%	0.50%
B	70%	0.20%
C	75%	0.40%



For the purpose of evaluation, the three bidders will be given scores as under:

Bidder	Technical score	Financial score
A	100	40
B	87.5	100
C	93.75	50

Total Score of the bidder will be as under:

$$A = 0.6 \times 100 + 0.4 \times 40 = 76.00 \text{ (H3)}$$

$$B = 0.6 \times 87.5 + 0.4 \times 100 = 92.50 \text{ (H1)}$$

$$C = 0.6 \times 93.75 + 0.4 \times 50 = 76.25 \text{ (H2)}$$

Book Runner Lead Manager (BRLM) 'B' is the successful

5. In case only one offer is received, sealed offers are to be invited again. In case, in response to re-invitation of offers, only one offer is received, offers are to be re-invited. If even after re invitation (for the 3rd time) the situation remains same, financial bid of the single offerer can be opened. It may be treated that the source of supply is limited and negotiation may be held with the sole bidder as per CVC circular No.4/3/07 dated 03.03.2007. Order may be placed thereafter after taking approval from the competent authority.