



ODISHA GRAMYA BANK

Information Technology Department
Head Office, Gandamunda, PO Khandagiri, Bhubaneswar - 751030

RFP Ref No. OGB/RFP/ITD/HW/010/2022-23 Dated 09th September 2022
REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS
WITH BUY-BACK ARRANGEMENT

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of Odisha Gramya Bank (OGB), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by OGB to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. OGB makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. OGB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Note: Bids will be opened in the presence of the representatives who are authorized by the bidders to attend the bid opening meeting.



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Checklist

The following items must be checked before the Bid is submitted:

1. **₹2,950.00 (Rupees Two Thousand Nine Hundred Fifty Only)** including GST towards cost of Bid document in form of Demand Draft issued by any commercial bank in India. The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the hard copy of the DD must reach at Head Office of OGB before last date of submission of bid along with other documents.
2. Earnest Money Deposit (EMD) in form of Bank Guarantee (BG) amounting to **₹18,00,000.00 (Rupee Eighteen Lakhs Only)**. The scanned copy of Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at Head Office of OGB before last date of submission of bid.
3. Digital Signature Certificate (DSC) of person having power of attorney for submission of bid. Scanned copy of Power of Attorney of Bidder to be uploaded in e-Procurement portal and the hard copy of the Power of Attorney of Bidder must reach at Head Office of OGB before last date of submission of bid
4. Integrity Pact duly signed on stamp paper of ₹100.00. Copy of the integrity pact must be uploaded in e-Procurement portal and physical copy of integrity pact must be delivered at Head Office of Odisha Gramya Bank on or before last date of bid submission.
5. Eligibility Criteria, Technical and Commercial Bids should be prepared in accordance with the RFP document and should be uploaded to e-Procurement portal.
6. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory and uploaded to e-Procurement portal of Bank using DSC.
7. Prices should be quoted in Indian Rupees (INR).
8. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant fields.
9. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.



Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under

BG	Bank Guarantee
EMD	Earnest Money Deposit
OGB	Odisha Gramya Bank
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
PC	Personal Computer

Section 1 - Bid Schedule and Address

Sl No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/HW/010/2022-23
2.	Name of the Department	Information Technology Department
3.	Date of Issue of RFP	09 th September 2022
4.	Last date for receipt of queries, if any.	15 th September 2022, 14:00 hours
5.	Pre Bid Meeting	16 th September 2022, 15:00 hours Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank's website https://odishabank.in/tenders No individual communication will be sent to the individual bidders.
6.	Bid Submission Mode.	Through e-Procurement portal: https://odishabank.abcprocure.com/EPROC/
7.	Last Date and Time for submission of bids along with supporting documents both by e-Procurement portal and physical copy	28 th September 2022 on or before 17:00 hours
8.	Last date, time and place for submission of Original Bid Cost (DD), Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.	28 th September 2022 on or before 17:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
9.	Date, time and venue for opening the technical bid.	29 th September 2022 at 11:00 hours at the Bank's Information Technology Department, Bhubaneswar.
10.	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.
11.	Name of contact officials for submission of documents as stated in serial No.7 and for any enquiries.	S. S. Acharya – Sr. Manager, ITD A. Patra – Sr. Manager, ITD S. Gajendra – Manager, ITD
12.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
13.	Contact officials for any clarification.	Mr. S. S. Acharya – Sr. Manager, ITD : 0674-2353045 Mr. A. Patra – Sr. Manager, ITD : 0674-2353024
14.	Contact e-mail ID	itdh@odishabank.in itd@odishabank.in
15.	Contact details of Independent External Monitor	Name: Vinayaka Rao Turaga email: tvrao56@gmail.com

Note:

- Bids will be opened in the presence of the Bidders' representatives who choose to attend.
- If last day of submission of bids is declared a holiday under NI Act by the Government or any restriction imposed by Government due to COVID-19 pandemic, subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.



3. Bids sent through post/courier or by hand will not be accepted/ evaluated. Bids should be submitted in the e-procurement portal of Odisha Gramya Bank. Original copy of Bid Cost DD, EMD Bank Guarantee, Power of Attorney and Integrity Pact must reach to Head Office of Odisha Gramya Bank (OGB) on or before last date and time of submission of Bids. **Any delay due to postal and or courier will not be considered towards relaxation in submission of physical copies of required documents.**

Section 2 - Introduction

2.1 About OGB:

Odisha Gramya Bank was established since 7th January 2013 with the amalgamation of Neelachal Gramya Bank, Kalinga Gramya Bank and Baitarani Gramya Bank as per Government of India, Department of Financial Services, Ministry of Finance, and Notification No. F.1 / 1 / 2012-RRB dated 07/01/2013 issued under sub-section (1) of Section 23A of Regional Rural Banks Act 1976 (21 of 1976).

Odisha Gramya Bank (OGB) with Head Office at Bhubaneswar is operating in 13 Districts of Odisha with 549 Branches, 1 Central Clearing Office (CCO) & 9 Regional Offices and Head Office.

- **‘Bank’** means, unless excluded by and repugnant to context or the meaning thereof, shall mean ‘Odisha Gramya Bank’, described in more detail in above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- **‘RFP’** means Request for Proposal for “Supply, Installation and Maintenance of 900 desktops with buy-back arrangement”.
- **‘Bidder’** means a vendor submitting the proposal in response to RFP.
- **‘Solution’** means “Supply, Installation and Maintenance of 900 desktops under buy-back arrangement” as per the Technical Specifications mentioned in this RFP.
- **‘Contract’** means the agreement signed by selected bidder and the Bank at the conclusion of bidding process, wherever required.
- **‘Selected Bidder’/‘L1 Bidder’** means the bidder who is found to be the lowest bidder after conclusion of the bidding process including Reverse Auction (if any), subject to compliance to all the Terms and Conditions of the RFP, etc.

2.2 Objective of this RFP:

Odisha Gramya Bank (hereinafter referred to as “Bank”) invites Request for Proposal (hereinafter referred to as “RFP”) from well-reputed vendors for supply, installation and maintenance of 900 desktops with buy-back arrangement at its Head Office, Regional offices, Branches and other Offices (hereinafter referred to as “Locations”) located across the State based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP).

Bidders with unsatisfactory past record need not apply.

Bank invites offers (‘Conformity to Eligibility Criteria’, ‘Technical Proposal’ and ‘Commercial Bid’) for Supply, Installation and Maintenance of 900 desktops with buy-back arrangement for different Branches/Offices of the Bank as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The itemized estimated quantity of requirement is as follows:

Item name	Quantity
Desktop in compliance with technical specifications as per annexure L:	900

*Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this RFP. It may be noted that the requirement given in this RFP is indicative only and may vary as per actual requirement. Also, note that there is no minimum purchase commitment by the Bank to the Bidder.

The selected bidder will undertake to ensure availability of offered Desktop and maintain sufficient inventory of genuine spare parts for a minimum period of Three (3) years. All the Hardware/Software ordered for Supply, Installation and Maintenance of desktops should have comprehensive onsite warranty of 3 years.

The bidder(s) shall provide the latest available models of hardware, and/or software to meet the RFP requirement.

In case the proposed hardware and/or software or any part(s) proposed is not available at the time of issuance of Purchase Order or till the time of delivery, the same shall be replaced with hardware and/or Software or any part(s) having higher specification or higher version without any additional cost to the Bank. This shall be intimated to Bank in advance and due approval shall be obtained.

2.3 Cost of the RFP

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

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of OGB on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and / or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1. Any query received after the last date for submission of pre-bid queries as given in Section-1 will not be considered.

2.5 Ownership of this RFP

The content of this RFP is a copy right material of Odisha Gramya Bank. No part or material of this RFP document should be published in paper or electronic media without prior written permission from OGB.

Section 3 – Scope of Work

1. Scope of Work (SoW) of Bidder:

- a. Supply, Installation of 900 desktop having minimum specification mentioned in **Annexure-L** with buy-back arrangement from the delivery site.
- b. Lodgment of Support ticket with OEM, L1 support and maintenance of supplied desktops under Comprehensive Onsite warrantee with back-to-back onsite support from OEM.
- c. The bidder should maintain the system during warranty period and the warrantee details shall be available on OEM's web portal. During the warranty period, the Bidder shall replace the faulty

hardware spares without any extra cost to Bank covering all parts & labor from the date of acceptance of the systems by Odisha Gramya Bank at the respective locations under on-site comprehensive warranty.

- d. All desktops shall be delivered at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.
- e. For each location, the Bidder is expected to provide desktop with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the desktop provided by the Bidder should be uniform.
- f. The Bidder shall provide a dedicated single point of contact for all service support and delivery of items ordered.
- g. The configuration as per the technical and other specifications of the desktops must be functional and installed from the day one.
- h. In case hard disk of the desktop is to be replaced, bidder will degauss the Hard Disk. Only degaussed Hard Disk will be returned to the successful Bidder after installation of new Hard Disk and required installation (including OS & Software).
- i. Installation/Configuration of Existing Antivirus solution (Bank is having necessary License) and Migrating the data from the old system to the new supplied system.
- j. **Customized OS:**
 1. The awarded bidder shall provide either a brand new desktop having proposed configuration and model or a virtual environment having proposed configuration and proposed Operating System.
 2. Bank will install the required software, configurations and domain attachments.
 3. Bidder shall create an image of the customized OS and the same shall be factory installed on all desktops supplied under this RFP.
- k. The Customized OS image of Windows 10 Professional DVD (with preinstalled applications & settings) will be provided by the Bank at the time of awarding Purchase order (For theselected Bidder). The Image provided by the bank only should be used for installation of desktops of Odisha Gramya Bank only.
- l. The Bidder has to follow the guidelines of the Bank such as providing "HOST NAME", "Updating Antivirus definition" etc., as per the Bank's policy during the processes.
- m. The successful Bidder has to ensure the transferring of Data/Files/installed software from old Desktop Computers to the new supplied desktop as required by the Bank. Data transfer shall be done through USB or LAN without any extra cost. The successful Bidder is also required to transfer user files to new desktop from old Desktop Computers in branch / office and after data transfer the old Desktop Computers should be formatted without any additional cost.
- n. Bidder shall arrange for taking backup of existing Desktops for data migration from the existing machine to new machine. The following activity also to be completed by the Bidder while installation of the Desktops in the Branches / Offices: -

1. Installation of MS Office (Wherever required).
 2. Installation of Antivirus.
 3. Installation of Unicode Odia fonts and other utilities.
 4. Making necessary configuration required for working of Finacle and Biometric device installation and ensure functioning of CBS application.
 5. Joining with Bank's Active Directory and PC naming.
 6. IE Settings, Printer settings, Email Configuration etc. to be done and the same will be provided to the bidder.
 7. The required software will be provided by the bank. Bidder has to update the OS patches also for entire contract period.
 8. Bidder has to ensure functioning of all hardware items attached to the new system.
- o. Installation/ reinstallation of Operating System after formatting of the desktop due to any reason whatsoever during warranty shall be done by the bidder without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is bidder's responsibility. After Installation or reinstallation bidder has to complete the activity and /or install the software mentioned in Scope of Work.
- p. The end-to-end activity to be taken care by the selected bidder and all the charges related to the replacement activity (from the old desktop to new desktop) to be included in the cost price of the item itself, whether it is explicitly mentioned in the RFP or not. Bank will not pay any extra cost for the same.
- q. Replacement of existing old hardware items should be done with minimum disturbance to the Branches/offices so as to ensure smooth functioning of the Branch/office during the replacement process.
- r. The Bidder's scope of work as per the conditions of RFP and technical specifications shall be to supply & Installation of ordered Equipment, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank and also includes documentation, warranty.
- s. The Bidder has to supply all the Hardware items to the ordered locations as per Purchase Order which will be awarded after selection of successful bidder.
- t. The Bidder shall be fully responsible for Delivery, Installation and Maintenance of the ordered Hardware Items.
- u. The Bidder shall provide all other required equipment and services if any, whether or not explicitly mentioned in this RFP, to ensure the successful installation and functioning of the Hardware Items ordered to the respective Branches/ offices.
- v. All the items (Hardware & Software) would be covered under comprehensive warranty / AMC except consumables. If there is any gap between Bank's requirement and OEM warranty / AMC then it will be the responsibility of bidder to fill up the gap.
- w. Successful bidder will be responsible for affixing asset tags and complete inventory details of each hardware equipment supplied to the Bank. The Asset Tags so printed by the successful bidder must have the company's logo along with other details like warranty, call logging no., mail id etc. The asset tag details for the Hardware would be mutually decided by the Bank and the successful bidder.

- x. The bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.
- y. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

2. Scope of Work (SoW) of Bank:

Following shall be under scope of Bank.

- a. UPS electricity at Branches and Offices
- b. Access to delivery location during Business hour of Bank
- c. Patch cord for LAN connectivity
- d. IP address
- e. Antivirus License key
- f. MS Office license key as per requirement
- g. Work Station for placement of desktop
- h. Configuration document for initial setup of web browsers, Java JRE for bank use

Section 4 - Eligibility Criteria

4.1 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned in **Annexure O - Eligibility Criteria Compliance**. Only those bidders, who satisfy all the eligibility criteria as mentioned, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected. Any credential detail mentioned in "Eligibility Criteria Compliance" not accompanied by relevant proof documents may not be considered for evaluation.

Photocopies of relevant documents / certificates should be uploaded as proof in support of the claims made. BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

NOTE:

1. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
2. Bidders need to ensure compliance with all the eligibility criteria points.
3. In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
4. Scheduled Bank also include Regional Rural Bank and Co-operative Bank.
5. Scheduled commercial Bank refer to public sector / scheduled commercial Bank in India only.
6. Branches mentioned are per Bank and not cumulative across Bank.
7. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-week CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer'.
 - b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.

8. The final solution mentioned above refers to the solution based on the scope given in this RFP.
9. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

4.2 Integrity Pact

All bidders should submit a signed Integrity Pact with Odisha Gramya Bank, on a stamp paper of ₹ 100/-. Bidder(s) without signed Integrity Pact will be disqualified to participate in the bidding. The Original copy of Integrity Pact should reach Head Office of Odisha Gramya Bank on or before last date of submission of bid.

Bidder should upload the scanned copy of signed Integrity Pact on e-procurement portal as part of Technical bid.

The Integrity Pact should be as per “**Annexure K - Integrity Pact**”.

As per CVC Circular No 10/5/09 dated 18.05.2009 of Standard Operating Procedure (SOP) under clause No 2.02. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings." Bidders may refer: <http://cvc.nic.in/iembank25022015.pdf>

4.3 Proof of Concept (POC) and evaluation

Bank reserves its right to ask the all the participating bidders / OEM to provide one full set of desktop (as per technical specifications of the RFP) for configuration & testing of the hardware at the Bank's Information Technology Department, Head Office, Bhubaneswar. Such desktop set shall be provided and installed at Head Office of Odisha Gramya Bank within 7 (seven) days from the date of opening of Technical Bid.

After evaluation of the desktop, the bidder / OEM can pick up the test item supplied within 7 days of completion of testing and evaluation.

For delivery, installation, evaluation and pickup of the test items, bidder or OEM shall send their representative along with authorization letter only on the date of evaluation as per Bank's email.

Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and OGB will in no case be responsible or liable for those costs.

5.3 Clarifications of Bidding Documents and Pre-bid Meeting

A prospective Bidder requiring any clarification of the Bidding Documents may notify OGB in writing at OGB's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.

Bidders should submit the queries only in the format given below:



Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought

Replies to all the clarifications, modifications received through mail and email will be posted on OGB's website. Any modification to the bidding documents which may become necessary shall be made by OGB by issuing an Addendum.

5.4 Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, OGB may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
- Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in OGB's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
- In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, OGB may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on OGB's website.
- From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B. Preparation of Bid

5.5 Bid Price

Prices would be exclusive of all taxes, duties levies, and fees whatsoever. The bidder shall meet the requirements of Goods & Services Tax (GST) as per Government of India.

5.6 Bid Cost

The Bidders can submit the bid response at e-procurement portal of OGB along with non-refundable amount of **₹2,950.00 (Rupees Two Thousand Nine Hundred Fifty Only)** including GST in form of Demand Draft drawn in favor of "Odisha Gramya Bank" payable at Bhubaneswar.

The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the hard copy of the DD must reach at "Information Technology Department, 2nd Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

5.7 Earnest Money Deposit (EMD)

The Bidder is required to deposit to **₹18,00,000/- (Rupee Eighteen Lakhs Only)** in the form of Bank Guarantee issued by a scheduled commercial Bank valid for 6 months, with a claim period of 3 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in **Annexure A2**.

No interest will be paid on the EMD.

The scanned copy of the Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at "Information Technology Department, 2nd Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

5.8 Return of EMD

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

5.9 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, OGB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, OGB at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.10 Period of Validity of Bids

The Offer submitted and the prices quoted therein shall be valid for **180 days** from the date of opening of Commercial Bid / conducting Reverse Auction. Bid valid for any shorter period shall be rejected by the Bank.

5.11 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, OGB may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.12 Format of Bid

Both Technical and Price Bid to be submitted in online mode. Document such as Demand Draft, Bank Guarantee, Power of Attorney and Integrity Pact must reach at OGB in original.

5.13 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney "**Annexure H**" or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

C. Submission of Bid

5.14 Bid Submission modes

Bidder to follow following mode of submission of Bid.

1. Original copy of Demand Draft, Bank Guarantee towards EMD, Power of Attorney and Integrity Pact, Integrity Pact and Power of Attorney must be submitted in a closed envelopes with marked as “**REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT**” and should reach on or before Head Office of Odisha Gramya Bank either by post or by courier or in hand on or before last date and time of submission of bid. Bank will not receive any document received after due date and time and bid submitted by said bidder will considered as invalid. Address of delivery: IT Department, 2nd Floor, Odisha Gramya Bank, Gandamunda, Head Office, Khandagiri, Bhubaneswar, Odisha – 751030.
2. Signed and scanned copy of all documents must be submitted as part of technical bid in e-procurement portal along with scanned copy of Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney, on or before last date of submission of bid. Hard copies of technical bid documents should not be sent to Head Office except for Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.
3. Commercial bids must be submitted as part of commercial bid in e-procurement portal only. No hardcopy of the same should be sent to Head Office. Scanned copy of commercial bid must not be uploaded in technical bid.

5.15 Bid contents

Scanned copy of following signed documents should be uploaded in e-procurement portals:

1. Bid Cost in the form of Demand draft
2. Covering Letter for EMD – Annexure A
3. Bid Earnest Money or Bid Security in the form of Bank Guarantee – Annexure B
4. Bid Offer form (without price) – Annexure C
5. Bidder Information – Annexure D
6. Declaration of Clean Track Record – Annexure E
7. Declaration of Acceptance of RFP Terms and Conditions – Annexure F
8. Declaration of Acceptance of Scope of Work – Annexure G
9. Power of Attorney for signing of bid – Annexure H
10. OEM/Manufacturer Authorization Letter – Annexure J
11. Eligibility Criteria Matrix – Annexure L along with supporting documentary proof for each criterion as stipulated.
12. Track record of past experience – Annexure M
13. Certification for Local Content – Annexure N
14. Eligibility Criteria Compliance – Annexure O
15. Details of support infrastructure – Annexure P
16. Technical specification compliance – Annexure Q
17. Beneficial ownership details – Annexure R
18. Three years audited Balance Sheet and Profit and Loss Statements.

Original copy of following documents should be submitted at OGB before scheduled date.

1. Demand Draft towards Bid Cost.
2. Bid Earnest Money in the in the form of Bank Guarantee – Annexure B
3. Power of Attorney as per Annexure H.

4. Integrity Pact as per Annexure K.

Commercial Bid

1. Commercial Bid – Annexure S (to be filled online only)

5.16 Bid Submission

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

The offers should be made strictly as per the formats enclosed.

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.17 Bid Currency

All prices shall be expressed in Indian Rupees (INR) only.

5.18 Bid Language

The bid shall be in English Language.

5.19 Rejection of Bid

The bid is liable to be rejected if the bid document:

1. Does not bear signature of authorized person.
2. Is received through Fax / E-mail.
3. Is received after expiry of the due date and time stipulated for Bid submission.
4. Is incomplete / incorrect.
5. Does not include requisite documents.
6. Is Conditional.
7. Does not conform to the terms and conditions stipulated in this Request for Proposal.
8. Is not submitted through OGB e-Procurement portal.

No bid shall be rejected at the time of bid opening, except for late bids and those that do not conform to bidding terms.

5.20 Last Date for Submission

The last date of submission of bids is given in Section 1. However, any change in the date of submission shall be notified through Bank's website.

5.21 Extension of Last Date for submission of Bid

OGB may, at its discretion, extend the last date for submission of bids by amending the bidding documents which will be intimated through Bank's website, in which case all rights and obligations of Bank and Bidders will thereafter be subject to the timeline as extended.

5.22 Late Bid

Bids received after the scheduled time will not be accepted by Bank under any circumstances. OGB will not be responsible for any delay due to postal service or any other means.

5.23 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

No bid will be modified after the deadline for submission of bids.

5.24 Right to Reject, Accept/Cancel the bid

Bank reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

Bank does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. OGB also reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

5.25 RFP Abandonment

OGB may at its discretion abandon the process of the selection of bidder at any time before notification of award.

5.26 Bid Evaluation Process

The Bid Evaluation will be carried through one stage two bid system:

1 – “Technical bid” i.e. Technical bids will be evaluated only for the bidders who qualify in eligibility round. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 – “Commercial bid” of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor. The L1 commercial bids shall be selected for the technically qualified bidders

Contacting OGB

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact OGB for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact Bank with a view to canvas for a bid or attempting to impress upon any official of the Bank may entail disqualification of the concerned Bidder and/or its Bid.

Section 6 - Bid Opening

6.1 Opening of Bids

1 – Evaluation of Eligibility Criteria followed by Technical Evaluation of the eligible bidders.

2 – “Commercial bids” will be opened for technically qualified bidders for selection of L1 bidder.

6.2 Opening of Technical Bids

OGB will open Technical bid in presence of Bidders representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by OGB from time to time.

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder’s representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of OGB.

The bidder’s representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for OGB, the bids shall be opened at the appointed time and place on next working day.

6.3 Opening of Commercial Bids

Bank will intimate the date and time of opening of Commercial bids to the bidders satisfying eligibility criteria and Technical requirement of this RFP. Commercial bid will be opened for selection of L1 bidder.

Section 7 - Bid Evaluation

7.1 Preliminary Examination of Eligibility criteria

OGB will examine the bids to determine whether they are complete; whether required information have been provided as underlined in the bid document; whether the documents have been properly signed and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

OGB may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by OGB and may not subsequently be made responsive by the Bidder by correction of the nonconformity. OGB's determination of bid responsiveness will be based on the content of the bid itself. OGB may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

- a) Compliance to Technical Specifications as specified in the RFP.
- b) OGB reserves the right to call for presentation and discussions on the approach of execution of project etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation. Such presentations and minutes of meetings will become part of the technical bid.
- c) Review of written reply, if any, submitted in response to the clarification sought by OGB, if any.
- d) Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing details about the proposed solution are to be enclosed.
- e) To assist in the examination, evaluation and comparison of bids OGB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- f) OGB may interact with the Customer references submitted by bidder, if required. To assist in the examination, evaluation and comparison of bids OGB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

OGB reserves the right to shortlist bidders based on technical evaluation criteria.

7.3 Evaluation of Commercial Bids:

Commercial bid of only the technically qualified short-listed bidders will be opened for selection of L1 bidder.

The bidder with lowest "Total Cost" quoted as per "Annexure O – Commercial Bid:" will be declared as successful bidder for desktops.

Preference to make-in-India will be given as per guidelines mentioned as under:

PREFERENCE FOR MAKE IN INDIA ORDER 2017 (PPP-MII ORDER) & MSE (MICRO AND SMALL COMPANIES)

1. Bank shall provide purchase preference to participating bidders as per the provisions of following orders from the Government of India:

- a. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 from Ministry of Micro, Small and Medium Enterprises. Registration Certificate from NSIC/UAM for the specific services stipulated under this tender.
 - b. Public Procurement (Preference to Make in India) Order 2017 from Ministry of Commerce and Industry and subsequent amendments thereto.
2. Only Class I local supplier and Class II local supplier as defined in the PPP-MII 2017 (Revision vide Order No. P-45021/2/2017-PP (BEII) dated May 29, 2019, further revised on 4th June 2020 and further revised on September 2020 and subsequent amendments) shall only be eligible to bid in this tender.
 3. Bidders are advised to read the clauses in consonance with Department of Industrial Policy and Promotion Letter No. P-45021/2/2017(BE-II) dated May 29, 2019, revised on 04-06-2020, further revised on 16-09-2020 and subsequent amendments. In case of any disparity or inconsistency, Govt. order shall take precedence over the tender clauses.
 4. Certificate of local Content: The 'Class-I Local supplier' /'Class-II Local supplier' shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal as per **Annexure-S**.
 5. The total order under this tender shall be split as per the following scenarios:
 1. **Scenario 1: L1 is Class I Local Supplier & MSE Bidder**
 - a) 100% order shall be placed to the L1 Bidder.
 2. **Scenario 2: L1 is Class I Local Supplier and Non MSE Bidder.**
 - a) If there exist no MSE Bidder in the L1+15% range, 100% of the order shall be placed to L1 bidder.
 - b) If there exists an MSE Bidder in the L1+15% range, 80% of the order shall be placed to L1 bidder and remaining 20% shall be placed with MSE Bidder subject to MSE Bidder matching the L1 price. If multiple MSE bidders exist in the L1+15% range, 20% order shall be split equally among such MSE Bidders subject to matching L1 price.
 3. **Scenario 3: L1 is MSE Bidder and non-Class I local Supplier:**
 - a) If there exists a Class I Local Supplier in the L1+20% range, 50 % of the order shall be placed with L1 bidders and remaining 50% of the order shall be placed to such Class I Local Supplier (next highest bid to L1) subject to matching the L1 price. If that Class I Local supplier couldn't match the L1 price, next highest class I supplier with in L1+20% range shall be invited to match the price and be awarded accordingly. If none of the class I local supplier couldn't match the L1 price, L1 bidders shall be awarded 100% of the order.
 - b) If there exists no Class I Local Supplier in the L1+ 20% range, 100% of the order shall be placed to L1 bidder.
 4. **Scenario 4: L1 is non class I Local Supplier and not a MSE Bidder**
 - a) If there exists a Class I local Supplier in the L1+20% range, 50% order shall be placed to the L1 Bidder and remaining 50% of the order shall be placed to such (next highest bid to L1) Class I Local Supplier subject to matching the L1 price. If that Class I Local supplier couldn't match the L1 price, next highest class I supplier with in L1+20% range shall be invited to match the price so on. If none of the class I local supplier couldn't match the L1 price, the next highest bidder shall be invited to match the L1 price and awarded accordingly.

- b) If (a), is not applicable, and there exists an MSE bidder in L1+15% range, 80% order shall be placed to the L1 Bidder, 20% of the order shall be placed to such MSE Bidder subject to matching the L1 price. If multiple MSE bidders exist in the L1+15% range, 20% order shall be split equally among such MSE Bidders subject to matching L1 price.
- c) If there exist a MSE bidder with in L1+15 % range and there exist a class 1 local supplier within L1+20% range, Class 1 local supplier shall be awarded 50% subject to matching L1 price. MSE bidders shall be awarded 20 % of the order. If multiple MSE bidders exist in the L1+15% range, 20% order shall be split equally among such MSE Bidders subject to matching L1 price. The remaining order shall be placed with L1 bidder. If none of the class I local supplier couldn't match the L1 price, their entitled share shall be given to L1 bidder. If none of the MSE couldn't match the L1 price, then their entitled share will be given to L1 bidder.
- d) If (a), (b) and (c) are not applicable, then 100% order shall be placed to the L1 Bidder.

6. Bank Guarantee (for Delivery & performance) for separate purchase orders/LOI will also be as per the RFP.
7. Scope and Responsibility of the bidders who received order through preference for local supplier and MSE, shall be as defined for L1 bidder in Scope of Work and other parts of this RFP.
8. Bank Guarantee for Delivery and Performance shall be similar for all the bidders who received purchase orders/LOI as defined in the RFP.

7.4 Price Composition

1. The prices quoted should be only in Indian rupees. The commercial offer shall be on a fixed price basis.
2. The prices should be exclusive of all taxes but should include charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, commissioning of equipment.

7.6 Declaration of Results:

The Total Cost of Ownership quoted by all Technically Qualified bidders will be shared on e-Procurement portal and will be visible to only Technically Qualified and Participating Bidders under "Result" Tab.

7.7 Price Freezing

The Offer submitted and the prices quoted therein shall be valid for **180 days** from the date of opening of Commercial Bid/ conducting Reverse Auction. Bid valid for any shorter period shall be rejected by the Bank.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder, as given in Clause 7.4, and after obtaining internal approvals and prior to expiration of the period of Bid validity, OGB will send Notification of Award / Purchase Order to the selected Bidder.

Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to OGB and SLA.

8.2 Term of the Order

The term of the Contract Period shall be for a period of 3 years from date of contract.

8.3 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.

- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- Upon the successful Bidder accepting the Purchase Order and signing the contract, if required, and NDA, OGB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

8.4 Performance Bank Guarantee

The Successful bidder shall, within 14 days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 3% of total value of the Purchase order (exclusive of taxes and buy-back price), valid for 3 years, with a claim period of 60 (Sixty) days from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force.

The PBG made by the bidder will be forfeited if:

- a) Bidder failed to deliver the ordered items as per delivery schedule and after exertion of all Late delivery clauses. Or,
- b) Bidder failed to perform contractual obligation under this contract. Or,
- c) In case of breach of contract by bidder. Or,
- d) Bidder failed to resolve the issues even after cure period of 30 days.

8.5 Warranty:

During the period of contract up to completion of Warranty the bidder shall perform the following:

1. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty.
2. Any Corruption in the Software or media shall be rectified during the full period of the contract, at no extra cost to the Bank.
3. The system spare parts/ services, as and when required, and complete maintenance of the desktops during warranty period, shall be supported for a period of 3 Years.
4. The support shall be given in person within a reasonable time as the case may be and within the SLA.
5. Only licensed copies of software under bidder's scope shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software in scope. Further, all software supplied shall be of latest version.
6. The bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be in E-mail and online portal/ Toll- free no. The bidder shall submit service call reports to Head Office on quarterly basis.
7. Escalation matrix should be provided for support, technical, project, etc. as per **Annexure L**.
8. The successful bidder / OEM should ensure that the Equipment proposed in this RFP, should not be declared as EOL or EOS by the OEM within the 3 years contract period.
9. Bidder guarantees the whole of the Goods against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by OGB).
10. If during the Warranty Period any Goods are found to be damaged or defective or not acceptable, they shall promptly be replaced or rectified /re-furnished or rendered by Bidder at its own cost (including the cost of de-assemble and reinstallation) on the request of OGB and if removed from the Site for such purpose, Bidder has to repair or replace / re-furnish, rendered all goods shall be removed and re-delivered to OGB by Bidder at its own cost.
11. During the Warranty period, the Bidder should extend the On-Site ServiceSupport. The scope of Warranty shall include

- Rectification of Bugs/defects if any.
- Replacement of defective spare if any.
- Maintenance of Desktops including Software / drivers.

12. If during the warranty period any hardware and/ or software items fail on three or more occasions in a quarter, such hardware/software items shall be replaced by equivalent/superior new hardware/software items by the bidder at no additional cost to the Bank.

8.6 Taxes and Duties

All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of payments.

Prices shall be exclusive of all taxes, duties. The bidder should meet the requirements of Goods & Services Tax (GST) of India.

8.7 Delivery & Installation:

- A. Bank shall provide the address and contact details for delivery of desktop while placing the order. Bank at its discretion may release purchase order in one slot or through multiple slots centrally. The location of delivery and installation will be within Bank's 13 operating districts of Odisha.
- B. Delivery of all Desktops should be within **14 weeks** from the date of issue of purchase order. Please note that no extra charges will be paid for those locations where road permit is required. Vendor has to arrange for road permit, E-way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- C. The selected bidder should ensure installation of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within **2 weeks** from the date of delivery of all the materials for each ordered locations.
- D. Bank reserves the right to change/ modify locations for supply of the items. In the event of any change/ modification in the locations where the hardware items are to be delivered/ not billed, the bidder in such cases shall deliver, install at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered/billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty should be applicable to the altered locations also.
- E. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and/or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- F. The Bank will not arrange for any Road Permit/Sales Tax clearance for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters/ certificate/ authority to the Bidder, if required.
- G. Installation of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.
- H. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid

against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

I. Pre-dispatch Inspection:

- a. The Bank and/ or its nominated officials/ consultants may carry out pre-dispatch inspection of all ordered equipment or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However, the bank will have the discretion to conduct PDI.
- b. The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. However, if the PDI is not conducted within seven days from the date of readiness for PDI given by the vendor for the reason attributable to the Bank and/or Bank's PDI vendor, Bank will extend the date of delivery to the extent of delay in conducting PDI. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/ facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to/recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.

8.8 Local Support

- The bidder should be capable of meeting the service & support standards as specified in this tender.
- Response: Response Time shall be **12 hours** for Urban Branches and **24 hours** for other locations.
- Resolution: Within 48hrs from call registration time. Penalties will be applied as per **clause 8.9**.
- Call Registration Process: Via Web, Phone & mail.
- Bidder shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other Items will be supplied by OGB.
- All spares to be used shall be genuine and the same shall be procured from the authorized dealers or Manufacturers.
- Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- Bidder shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the OGB official
- The Vendor shall co-ordinate with OEMs for support for configuration issues, hardware replacement etc.

8.9 Penalty Clauses:

1. Penalties/Liquidated damages for delay in Delivery, Installation and maintenance of Desktops in all locations would be as under.
 - a. Non-compliance of the delivery clause 8.7 will result in the Bank imposing penalty **0.50% (Plus GST)** on delay in delivery per Desktops, per week or part thereof, on the order value of the Desktops wise.
 - b. Non-compliance of the installation clause 8.7 will result in the Bank imposing penalty **0.50% (Plus GST)** on delay in installation per Desktops, per week or part thereof, on the Order value of the Desktops wise.
 - c. However, the total Penalty / LD to be recovered under above clauses 8.9.1.a & 8.9.1.b shall be restricted to **5% (Plus GST)** of the total value of the order (exclusive of taxes).

2. In case faulty Desktops are not repaired/ replaced within a Business day, Bank shall impose a penalty of Rs.100.00 (Plus applicable GST) per Desktops per day and part thereof delay. However, the total Penalty /LD

to be recovered under this clause shall be restricted to **5% (Plus GST)** of the total value of the order during the contract period.

3. **Penalties/Liquidated Damages for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.
4. The liquidated damages shall be deducted/ recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
5. All the above LDs are independent of each other and are applicable separately and concurrently.
6. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

8.10 Payment Terms: Payment Schedule will be as under :

- a. **Delivery:** 80% on delivery of all Hardware & Software items on production of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank Officials of the respective Branch/Office and Manufacturer's/Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed and after submission of Performance Bank Guarantee.
- b. **Installation:** 20% of the total cost will be released after selected installation of Hardware/Software items supplied as per Scope of Work. The vendor has to submit installation reports duly signed by the Bank Officials of the respective Branch/Offices, while claiming payment. The invoice and installation report should contain the product serial number of the items supplied and after submission of Performance Bank Guarantee.
- c. Bank will release the payment on completion of activity and on production of relevant documents /invoices. Please note that Originals of invoices or digitally signed invoices (plus One Copy) reflecting GST, GSTIN, HSN Code, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank Officials of the respective Branch/ Offices and Manufacturer's/Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- d. The vendor has to submit installation report/ Sign off report duly signed by the Bank officials of the respective Branch/ Offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- e. Payment shall be released within 30 days from submission of relevant documents as per RFP terms and found in order by the respective offices, who have placed order on the selected Bidder.
- f. The bank shall finalize the installation and acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.

- g. The payments will be released through NEFT/RTGS after deducting the applicable LD/Penalty, TDS if any, by the respective offices who have placed order on the selected bidder and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

8.11 Insurance

All hardware(s) or Item(s) should be insured by successful bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and handed over at the delivery address mentioned in the awarded Purchase Order.

8.12 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the **Annexure U** hereof.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

The terms of this clause shall continue in full force and effect for a period of five (5) years from the date of disclosure of such Confidential Information.

In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.

8.13 Amendments to the Agreement

Once contract agreement and AMC agreement are executed with the Bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

The terms of RFP shall prevail, unless it is specifically mentioned in purchase order. In case of any dispute, the terms of the RFP will prevail.

8.14 Indemnity

The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of

intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify OGB, provided OGB promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.

8.15 Bidder's Liability

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order.

The Bidder's liability in case of claims against OGB resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

8.16 Obligations of the Bidder

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this RFP or to the services as faithful advisor to OGB and shall at all times support and safeguard OGB's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.

8.17 Exit option and contract re-negotiation

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.
- b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of service providers as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.
- c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
- d) Warranties: All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of OGB. The bidder shall execute any and all such documents as may be necessary in this regard.

- e) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/contract it would extend all necessary support to OGB or its selected vendors as would be required

8.18 Extension of RFP/Contract

The bidder shall be required to consistently execute, in a professional manner, the jobs assigned under this RFP/Contract, to the satisfaction of and as decided by the OGB up to a contract period reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder on mutual agreement.

OGB at its sole discretion may extend the contract after 3 years from the date of release of First Purchase Order in each Category of links on mutually agreed terms between the service provider(s) and bank.

8.19 Order Cancellation

OGB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to OGB alone;

- i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of product or service rendered.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 10% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder. This is after repaying the original amount paid.

8.20 Termination of Contract

For Amalgamation / Merger of bank: OGB, by written notice sent to Bidder, may terminate the RFP/contract in whole or in part at any time for its convenience giving three months' prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the RFP/contract is terminated and the date upon which such termination become effective. *OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI.*

For Insolvency: OGB at any time may terminate the RFP/contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OGB.

For Non-Performance: OGB reserves its right to terminate the RFP/contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by OGB).

Notice: In any event of termination, OGB will issue notice to Vendor for a period of 90 days over e-mail / registered mail.

8.21 Effect of Termination

- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB.
- OGB shall make such prorated payment for services rendered by the Bidder and accepted by OGB at the sole discretion of OGB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- OGB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.22 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP

8.23 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein;
- e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (30) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the RFP, the successful bidder or OGB shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving OGB or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify OGB in writing of such condition and cause thereof. Unless otherwise directed by OGB in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

8.24 Corrupt and Fraudulent Practices

- 1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank 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 Bank of the benefits of free and open competition.
- 4 The Bank reserves the right to 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.
- 5 The Bank reserves the right to 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 the contract.
- 6 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 8 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

8.25 Resolution of Disputes

OGB and bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute or differences arising between them under or in connection with the RFP/Contract. If, however, the parties are not able to resolve them,

1. Such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the RFP/Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by OGB and the Bidder. The third Arbitrator shall be chosen by mutual discussion between OGB and the Bidder. Where the value of the RFP/contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by mutual consent between OGB and Bidder.
2. Arbitration proceedings shall be held at Bhubaneswar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
4. Any appeal will be subject to the exclusive jurisdiction of courts at Bhubaneswar.

8.26 Compliance with Applicable Laws of India

The Bidder confirms to OGB that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify OGB about compliance with all laws in force including Information Technology Act 2000, 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 for all purposes of this RFP/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect OGB and its 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.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of this RFP, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OGB and its employees/officers/staff/personnel/ representatives/agents from 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 and OGB will give notice of any such claim or demand of liability within reasonable time to the Bidder.

8.27 Legal Compliances:

The Bidder confirms to OGB that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow OGB as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by OGB & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. OGB shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. OGB shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

8.28 Intellectual Property Rights:

All rights, title and interest of OGB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of OGB and Bidder shall not be entitled to use the same without the express prior written consent of OGB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.29 Applicable Law and Jurisdiction

The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Bhubaneswar in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

8.30 No Damage of OGB Property

Bidder shall ensure that there is no loss or damage to the property of OGB while executing the RFP/Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by OGB shall be recovered from Bidder.

8.31 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of RFP and includes collusive practice among Bidder’s (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the OGB of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or an OGB official in the process of project execution.

OGB 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, or in executing the project.

8.32 Master Service Agreement and Invoice Raising Mechanism

Bidder needs to sign an agreement with OGB. Bidder needs to note that all invoices raised on Bank needs to be spilt as per OGB requirement. However, for all coordination related to release of payments, penalty calculations and for any other clarification Bidder needs to liaise with OGB Head Office.

8.33 Limitation of Liability:

The liability of bidder under the scope of this RFP is limited to the value of the relevant order.

8.34 Governing Language

All correspondences and other documents pertaining to this Agreement shall be in English only.

8.35 Addresses for Notices

Following shall be address of OGB for notice purpose:

The General Manager,
Information Technology Department,
Head Office, Odisha Gramya Bank,

Gandamunda, PO: Khandagiri,
Bhubaneswar – 751030
(Odisha)

8.36 Subcontracting

The Selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank.

8.37 Access to Audit

Whenever any Government or Regulatory authority, including RBI or Securities & Exchange Board of India requests for information from the Bank's for any compliance, regulatory or legal purpose relating to the proposal, then upon the Bank's request, Bidder shall assist the Bank in responding to such a request, by providing the required information to the Bank, or such a government authority.

8.38 Defect Liability

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and/ or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.

8.39 Secure Deployment & Security Compliance to Polices and Process

- a. All the hardware or required components should be shipped directly from OEM to Bank premises.
- b. All the underlying infrastructure components such as OS or any product should be hardened on each environment before made functional.
- c. The bidder shall abide by the access level agreement to ensure safeguards of the confidentiality, integrity and availability of the information systems. Bidder will not copy any data obtained while performing services under this RFP to any media including hard drives, flash drives or other electronic device other than as expressly approved by Bank.
- d. The Bank will have the right to audit the bidder's people, processes, technology etc., as part of vendor security risk assessment process.

Section 9 – Documents & Forms for Technical Bid**Annexure A – Covering Letter for EMD**

To
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. - Khandagiri
Bhubaneswar – 751030.

Subject: RFP No. OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022 RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT.

We have enclosed an EMD in the form of a Bank Guarantee No. _____ issued by the branch of the _____ Bank, for the sum of Rs. _____ (Rupees _____). This EMD is as required by clause 5.7 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Note: The letter should be attached along with Bank Guarantee and should be uploaded and sent to Head Office along with Bank Guarantee.

Annexure B - Bid Security (Bank Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Odisha Gramya Bank: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under RFP No. _____

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. _____/-(Rupees _____ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by OGB during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

(a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.



Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

[Signature]

Date (date should be one year from the date of expiry of this Bank Guarantee).

All claims under this Bank Guarantee will be payable at -----
---- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

**Annexure C - Bid Offer Form (without Price)
(Bidder's Letter Head)****OFFER LETTER**

Date:

To,
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Dear Sir,

Subject: RFP No. OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022 RFP FOR SUPPLY, INSTALLATION AND MAINTENACE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT.

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR and are exclusive of applicable Taxes.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for OGB and its Associates.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that OGB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable.

We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of OGB will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by OGB for submission of bid, and our offer shall remain binding upon us and may be accepted by OGB any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, OGB will have the right to disqualify /blacklist us and forfeit bid security.



We undertake to comply with the terms and conditions of the bid document. We understand that OGB may reject any or all of the offers without assigning any reason whatsoever.

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Bank Guarantee valid for ____ days for an amount of Rs. ____ (Rs. ____ only) payable at Bhubaneswar.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure D - Bidder Information (To be filled in online Form)

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Private Ltd)			
4	Details of Incorporation of the Company.		Date:	
			Ref#	
5	Valid Goods and Service Tax registration no. (Mandatory for Odisha State Code: 21)			
6	Permanent Account Number (PAN)			
7	Name & Designation of the contact person to whom all references shall be made regarding this tender			
8	Mobile number			
9	E-Mail of the contact person:			
10	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
	Year	2018-19 or 2019	2019-20 or 2020	2020-21 or 2021
11	Net worth			
12	Turn Over			
13	Profit After Tax			

Note: Bidder should attach the scanned copy of document as proof of details provided like GST Registration Certificate, PAN Card, Balance Sheet copies, Certificate of incorporation etc.

**Annexure E - Declaration for Clean Track Record**

To
The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Sir,
I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022 RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure F - Declaration for Acceptance of RFP Terms and Conditions

To

The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022 RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure G - Declaration for Acceptance of Scope of Work**

To

The General Manager,
Information Technology Dept,
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. – Khandagiri,
Bhubaneswar – 751030.

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022 RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure H - Format Power of Attorney

(On Stamp paper of ₹ 100/-)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022 RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT** in response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Photo of Attorney

Signature of Attorney

Dated this _____ day of _____ 2021.

For _____.

Accepted**(Signature)**

(Name Designation)



Date:

Business Address:

**Annexure J - OEM / Manufacturer's Authorization Letter**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

To:

WHEREAS

We _____, are official manufacturers/OEM vendors of _____.
We _____ do hereby authorize M/S _____ to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on _____ day of _____, _____

(On Stamp Paper of ₹ 100.00)

Annexure K - Integrity Pact**Preamble**

This Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 20____, between, on one hand, **Odisha Gramya Bank** acting through Shri _____, _____, (designation of the officer) of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part

And

M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____ (Name of the Stores/Equipment / Item / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Item / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Regional Rural Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender / RFP (Tender / RFP No.: _____) hereinafter referred to as "Tender / LTE / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye- laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitors (IEM), to monitor the tender process and the execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesses as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

Article 1: Commitments of the BUYER

1.1 The BUYER undertakes that no official/ employee of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Article 2: Commitments of the BIDDER

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee(s)/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Bank.

2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined and prescribed under Section 6 of the Companies Act 1956 and as defined and prescribed under Section 2(77) of the Companies Act 2013 and the relevant Rules made there under.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Article 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Article 2 above or in any other form such as to put his reliability or credibility in question, the BUYER is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR, 2017, PC ACT 1988, etc. or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the BUYER. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-"B".

Article 4: Compensation for Damages

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

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

Article 5 - Equal Treatment of all Bidders/Contractors/Subcontractors

- 5.1 Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the BUYER before contract signing.
- 5.2 The Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP.
- 5.3 In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
- 5.4 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 5.5 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 6: Previous Transgression

- 6.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank/Regional Rural Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/Regional rural Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.
- 6.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- 6.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.
- 6.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.
- 6.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.
- 6.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

Article 8: Earnest Money (Security Deposit)

- 8.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs..... (to be specified in NIT/LTE/RFP) as Earnest Money/security deposit with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument [to be specified in the NIT/LTE/RFP].

8.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or upto the warranty period, whichever is later.

8.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

8.4 No interest shall be payable by the BUYER to the- BIDDER on Earnest Money/Security Deposit for the period of its currency.

Article 9: Sanction for Violations

9.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-

i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.

ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.

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

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

v. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.

vi. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.

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

9.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 9.1[i] to [viii] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

9.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

Article 10: Independent External Monitors

10.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as monitors] for this Pact in consultation with the Central Vigilance Commission (CVC) Government of India.

10.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

10.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

10.4 Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

10.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non - binding recommendations.

10.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

10.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

Note: However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

10.8 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the Monitor, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The advice of the Monitor is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

10.9 The Monitor is expected to submit a written report to the designated Authority of BUYER within 30 days from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10.10 The Monitor would examine all complaints received by them and give their recommendations/views to the Chairman, Odisha Gramya Bank at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.

10.11 The word 'Monitor' would include both singular and plural.

10.12 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation of the Monitor in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the Monitor, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Article 11: Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 12: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 13: Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to any civil or criminal proceedings.

Article 14: Validity

14.1 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the BUYER and the BIDDER/Seller, till the completion of contract, including warranty period, whichever is later. After award of work, the Monitor shall look into any issue relating to execution of contract, if specifically raised before them. However, the Monitor may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

14.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

Article 15: Code of Conduct

Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 16: Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Article 17: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 18: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

18.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

18.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

18.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

18.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.



18.5 The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.

18.6 Issues like warranty/guarantee etc. should be outside the purview of Monitor.

BUYER	BIDDER
Name of the Officer Designation Odisha Gramya Bank	Name of the Officer Designation Bidder's Company Name
Witness 1. _ 2. _	Witness 1. _ 2. _

Annexure L- Escalation Matrix**OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022 RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT**

Ref: Your RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT

Name of the Company:

Delivery Related Issues:

Sl.No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level					
2		Second level contact					
3		Regional/Zonal Head					
4		Country Head (If response not received in One week)					

Service Related Issues:

Sl.No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
1		First Level					
2		Second level contact					
3		Regional/Zonal Head					
4		Country Head (If response not received in One week)					

Annexure M - Track Record for Past Experience**OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022 RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900
DESKTOPS WITH BUY-BACK ARRANGEMENT**

Name of the Bidder _____

Sl.No.	Name of the Client/s	Contact Person's Name	Telephone No.	Address
1				
2				
3				
4				
5				

(Enclose necessary documentary proof) Date:

Annexure N - CERTIFICATION FOR LOCAL CONTENT

The General Manager
Odisha Gramya Bank
IT Department,
Gandamunda, Khandagiri,
Bhubaneswar – 751030.

Dear Sir,

Your RFP Ref No. OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022

Bidder Name:

1. This is to certify that proposed <Bill of material and Scope of Work > by _____ (Bidder name) is having the local content of _____% as defined in the above mentioned RFP and amendment thereto.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BEII) dated May 29, 2019, further revised on 4th June 2020, further revised on September 2020 and further revised on June 2022 (Manual for Procurement).

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder Company Name



Annexure O - Eligibility Criteria Compliance

Sl. No.	Eligibility Criteria	Supporting Documents	Complied (Yes/No)
1	<p>The bidder is registered as a company in India as per Companies Act, 1956/2013 Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 5 years as on date of RFP.</p> <p>In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of submission of the bid.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 5 years as on the date of submission of bid.</p>	<p>The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be uploaded along with technical bid. (Documentary proof should be attached).</p>	
2	<p>The Bidder should have registered audited average turnover of at least Rs.10.00 Crores (Rupees Ten Crores) for 3 financial years FY 2018-19, 2019-20 and 2020-21 (<i>Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable</i>), not inclusive of the turnover of associate companies as per the audited accounts.</p> <p><i>The relaxation to Turnover criteria is applicable for only for Startups (as defined by Department of Industrial Policy and Promotion) having valid recognition certificate from Department of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical specifications as per this RFP and are in the business of supply and maintenance of Computers.</i></p>	<p>Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 and CA Certificate indicating the sales Turnover for the previous financial years mentioned above.</p>	
3	<p>The bidder should have made net profit in all of the three financial years i.e. 2018-19, 2019-20 and 2020-21 or calendar years 2019, 2020, 2021 or the Bidder's financial years.</p>	<p>Bidder should submit Copy of the audited Balance Sheets for the preceding three years (i.e. 2018-19, 2019-20, 2020-21).</p>	
4	<p>The bidder should be authorized to quote for the OEM products and support. The OEM for the hardware should be an ISO 9001, ISO 27001 and ISO14001 certified company.</p>	<p>Latest Valid ISO Certificate of the Desktops – manufacturing / Assembly / integration facilities should be submitted. (Documentary proof should be attached).</p>	

Sl. No.	Eligibility Criteria	Supporting Documents	Complied (Yes/No)
5	Bidder shall be an authorized Indian supplier / Distributor / Partner / Reseller or principal OEM of proposed OEM for supply of Desktops and should have supplied the 300 desktops of same OEM in last 3 years to any company in India.	Bidder shall furnish documentary evidence or client reference along with masked Purchase Order specifying the product make and model of proposed OEM.	
6	Bidder should have Authorization from proposed OEM to bid their product for this tender and should have declaration of OEM to provide back to back support	Bidder shall submit Manufacturer's Authorization Form (MAF) on OEM's letter head as per format provided in Annexure J	
7	The Bidder should have supplied and installed at-least 900 numbers of desktops in a single / multiple orders of any OEM during the period from 01/04/2017 to 31/03/2022 in any Scheduled Commercial Bank(s).	Purchase Order Copies/ Reference Letter mentioning to the effect should be submitted.	
8	At least 300 units of desktops of proposed OEM should be in use in any particular Bank in India as on date of RFP.	Client declaration in this regards as self-explanatory on good performance of the desktop in use shall be submitted by the bidder.	
9	The bidder should have on-site installation/service coverage for L1 support to the material supplied, in all the 13 operating districts of Odisha Gramya Bank, either through bidders nearby direct service centers or exclusive franchisee service centers or authorized service centers in all our locations.	Bidder to submit the nearest service center details along with full address and contact numbers as per format provided in " Annexure P - Details Of Support Infrastructure Available With Bidder " of the RFP along with the technical bid. (Documentary proof should be attached). The agreement copy for third party arrangement between bidder and authorized service partner (if any) shall be submitted in technical bid with minimum validity of 2 years with declaration to extend further to cover this contract period.	
10	The bidder should not have been blacklisted or de-empaneled by Odisha Gramya Bank or in any Government / semi-Government/ PSU / Banking / Insurance/Financial Institution in India/abroad within last five years as on date of the RFP.	Bidder to submit the Self Declaration certificate as per format provided in " Annexure E - Declaration for Clean Track Record " of the RFP along with the technical bid. (Documentary proof should be attached).	
11	The bidder must submit the beneficial ownership details of self and of the manufacturer (OEM) as per Annexure-R. The details provided must comply to Government of India, Ministry of Finance, Public Procurement of Division Order under Rule 144	To be filled in Annexure-R on Bidder's letterhead.	



Sl. No.	Eligibility Criteria	Supporting Documents	Complied (Yes/No)
	(xi) of GFRs F. No. 6/18/2019- PPD dated 23.07.2020		
12	OEM should be in Core business of providing Computer Hardware in India for at least a period of last five years. (As on RFP date)	Bidder to submit Letter of Incorporation and also documentary proof confirming the same.	
13	The OEM should be certified with Green Peace rating of 4 and above (OR) any other similar rating or certification that aims at green brand PC that is having following three attributes a. Chemicals Management Process: all the products should be 100% RoHS (Restriction of Hazardous substances) compliant. b. E-waste Management: Vendor / OEM / Partner should have e-waste collection centers and have recycled e-waste. Proof of compliance document to be submitted c. Energy Efficient Product Range: Energy Star 5 Compliant parts	Proof of compliance document to be submitted by bidder Central or State Govt. Pollution Control Board Certification should adhere to the above said three attributes.	
14	The bidder should have its own Registered Office / Branch Office located within jurisdictional area of Odisha.	Office address details along with documentary proof to be submitted by bidder in bidder's letter head.	
15	The bidder should poses valid Goods and Service Tax registration no. of Odisha State as on the date of RFP (Code: 21)	Bidder to submit valid GST registration certificate of Odisha State.	

Annexure P - Details Of Support Infrastructure Available With Bidder

DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER

Sl. No:	Location Details	Contact details with names, address, contact Number, e-mail ID etc.	Specify whether direct service centers or exclusive franchisee service centers or authorized service centers	Number of Service Engineers attached
1	Anugul			
2	Balasore			
3	Bhadrak			
4	Cuttack			
5	Dhenkanal			
6	Jagatsinghpur			
7	Jajpur			
8	Kendrapara			
9	Keonjhar			
10	Khurda			
11	Mayurbhanj			
12	Nayagarh			
13	Puri			

We hereby certify that the details of direct service centers or exclusive franchisee service centers or authorized service centers mentioned above are of our own.

Authorized Signatory**Name and Designation****Office Seal****Place:****Date:**

Annexure Q - Technical Compliance

Component	Specification	Required value	Proposed Spec
Make and Model			
Motherboard	Chipset	Intel /AMD Original Or OEM Mother Board with Compatible INTEL /AMD chipset.	
Processor	Make	Intel/AMD	
	Generation	11th or higher for Intel / Zen 3 or higher for AMD	
	Chipset	B560 / Pro 560 or higher	
		Intel Core i5-11400 processor (11 th gen or higher) or Ryzen 5-5600 (Zen 3 or higher)	
	Processor description	6 Core (minimum 4 physical core), 2.60 Ghz, 12 MB cache	
Minimum 12 MB Cache Memory			
Memory	RAM Size	8 GB DDR4 2666 MHz or higher	
	Expandability	64 GB or higher	
	Slots	Minimum 2 DIMM	
	Expansion Slots	4 PCIe / Pci slot out of which 2 should be available for expansion	
Chassis		Micro Tower Chassis	
Graphics	Type	Integrated / Dedicated	
Storage	Type	SSD	
	Size	500 GB or higher	
Monitor	Technology	TN, VA or better	
	Size	21.5 inch or higher	
	Speaker	Dual Integrated Audio speakers in the monitor/CPU	
	Resolution	1920 x 1080 PIXEL or higher	
Input device	Keyboard	Wired Keyboard of Named OEM	
	Mouse	Wired Optical Mouse of Named OEM	
Network interface and wireless interface	Ethernet	10/100/1000 Gigabit Ethernet LAN	
Ports	USB v2.0	2 nos. or more	
	USB v3.1 or higher	4 Nos. or more	
	VGA Port / HDMI	1 No. or more	



Component	Specification	Required value	Proposed Spec
	Audio Port	3.5 mm Jack Audio and mic	
Power Supply		250W & 85% energy Efficient	
Operating system	OS to be factory loaded	Windows 10 Professional (64) Bit Customized Operating System image with Bank's required software and user profile	
Security	Drivers	Latest to be provided through OEM website	
		Hardware TPM 2.0, Customized OS image to be factory pre-loaded with license certification. Declaration of the same must be submitted by OEM while issuing MAF.	
Warranty	Comprehensive onsite	3 years Warranty information should be available in OEM website. Support ticket shall be logged by the bidder.	
Product Certification		For Desktop - Windows 10 Certificate, EPR Certificate, Energy Star, FCC/UL/MET. For Monitor - TCO and BIS	
OEM Criteria		OEM shall have ISO 9001, ISO 27001, ISO 20000,ISO14001. Start-up OEMs should be in business for more than 5 years and the at least 500 units of proposed model should be in use in a Commercial Bank for at least 3 years. Bidder shall provide a proof in the letter head of client reference.	



Annexure R - Beneficial Ownership Details

Bidder’s Beneficial Ownership Details:

RFP Ref No. OGB/RFP/ITD/HARDWARE/010/2022-23 Dated 26-08-2022 for REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION AND MAINTENACE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT.

Name of the Beneficial Owner	Percentage of beneficial Ownership	Natural Person or Legal / Artificial Juridical person / entity	Country of Citizenship / Country of incorporation of legal / artificial juridical person /entity	In case of legal / artificial juridical person / entity, beneficial ownership details of such entities may be furnished and so on

Manufacturer’s Beneficial Ownership Details:

Name of the Beneficial Owner	Percentage of beneficial Ownership	Natural Person or Legal / Artificial Juridical person / entity	Country of Citizenship / Country of incorporation of legal / artificial juridical person /entity	In case of legal / artificial juridical person / entity, beneficial ownership details of such entities may be furnished and so on

(Enclose documentary proof) Date:

Section 10 - Format for Commercial Bid (Online mode only)

Annexure S - Commercial Bid
(To be filled in online mode only)

Ref: OGB/RFP/ITD/HW/010/2022-23 dated 09-09-2022

***All prices are in INR and excluding applicable Government Taxes. Here one Unit refers to one site or one branch location.**

RFP Ref No. OGB/RFP/ITD/HARDWARE/010/2022-23 Dated 26-08-2022 for REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 900 DESKTOPS WITH BUY-BACK ARRANGEMENT.

Make:

Model:

Sl.	Particulars		Unit Price	Qty.	Total Price
1	Desktop as per technical specifications			900	
2	Buy-back of desktop	(-)		900	
3	Net Price of desktop (1-2) – TCO	(=)	= Line item 1 – Line item 2	900	= 900 x (Line item 1 – Line item 2)

All prices are exclusive of taxes.

The bidder shall meet the requirements of Goods & Services Tax (GST) as and when made applicable by the Government of India.

Section 11 – Documents to be executed by selected bidder**Annexure T - Performance Bank Guarantee
(BANK GUARANTEE)**

Date

Beneficiary: ODISHA GRAMYA BANK
Odisha Gramya Bank, Head Office,
AT- Gandamunda, P.O. - Khandagiri
Bhubaneswar – 751030.

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called “the Supplier”) has received the purchase order no. “-----” dated ----- issued by Odisha Gramya Bank (OGB), for -----
-- (hereinafter called “the Purchase Order”).

Furthermore, we understand that, according to the conditions of the Purchase order, a Performance Bank Guarantee is required to be submitted by the Supplier to OGB.

At the request of the Supplier, We -----(name of the Bank , the details of its incorporation) having its registered office at ----- and, for the purposes of this Guarantee and place where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as "Bank" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of Rs.----- (in figures) (Rupees----- (in words)----- only) upon receipt by us of your first demand in writing declaring the Supplier to be in default under the purchase order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with - (Bank Name & Issuing branch address) -----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- (Amount in figures and words).

This bank guarantee is valid upto -----.

The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of OGB within twelve months from the date of the expiry of the validity period of this Bank Guarantee.

Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (date should be one year from the date of expiry of guarantee) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.



This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Bhubaneswar shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to ----- (Bank & Its Address), upon

- a) its discharge by payment of claims aggregating to Rs. ----- (Amount in figures & words);
- b) Fulfillment of the purpose for which this Bank Guarantee was issued;
- c) Or, Claim Expiry

Annexure U - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 202__ (“Effective Date”) between

Odisha Grama Bank, a body corporate constituted under Regional Rural Bank Act- 1976, having its Administrative Office at **Gandamunda, Khandagiri, Bhubaneswar – 751030**, hereinafter called the (Hereinafter referred to as “**OGB**”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

AND

_____, a company registered in _____ and having its registered office at _____ (Hereinafter referred to as “-----”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

OGB and ----- shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between OGB and ----- to perform the considerations (hereinafter called “Purpose”) set forth in below:

(STATE THE PURPOSE)**Article 2: DEFINITION**

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective

order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: DISPUTE RESOLUTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Bhubaneswar, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 10: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Bhubaneswar in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS



Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

ODISHA GRAMYA BANK	TYPE COMPANY NAME
By:	By:
Name:	Name:
Designation:	Designation:

Witness 1:

Witness 2: