



Odisha Gramya Bank

**REQUEST FOR PROPOSAL
FOR SELECTION OF CORPORATE BUSINESS CORRESPONDENT WITH
END-TO-END FINANCIAL INCLUSION WITH TECHNOLOGY**

RFP REFERENCE NUMBER: RFP/FID/02/22-23 DATED 01.11.2022

**FINANCIAL INCLUSION DEPARTMENT
HEAD OFFICE**

**ODISHA GRAMYA BANK BANK
AT GANDAMUNDA, PO KHANDAGIRI
BHUBANESWAR, ODISHA-751030**

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.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Odisha Gramya Bank expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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Checklist

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

1. **₹ 5,900.00 (Rupees Five Thousand Nine Hundred 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 original DD must reach at Head Office of Odisha Gramya Bank on or before last date of submission of bid along with other documents.
2. The bidder should provide a Bank Guarantee for Earnest Money deposit (EMD). The scanned copy of Bank Guarantee for Earnest Money deposit (EMD) to be uploaded in e-Procurement portal and the hard copy of the same must reach at Head Office of Odisha Gramya Bank before last date of submission of bid.
3. Class 3 Digital Signature Certificate (DSC) with signing and encryption facility, 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 as per **Annexure- VI**.
4. Integrity Pact duly signed on stamp paper of ₹ 100.00. Scanned 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.

All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

DEFINITIONS

- a. Company as per Indian Companies Act 1956/2013 – The Company should have been registered under this act.
- b. **Financial Inclusions** - Financial inclusion is defined as the availability and equality of opportunities to access **financial** services. It refers to a process by which individuals and businesses can access appropriate, affordable, and timely **financial** products and services. These include banking, loan, equity, and insurance products
- c. **Daily Deposit** – This is an agent based deposit collection service by agents of Bank and the collections are done on recurring interval, preferably on daily basis.
- d. **Service Level Agreement** – means the agreement executed between the service provider/vendor/Agency and the Bank.
- e. **Hardware** – means server /HHD/PoS/Pinpad and other accessories linked for operation of Business Correspondents.

ABBREVIATIONS

<u>SR.NO.</u>	<u>ABBREVIATED TERM</u>	<u>EXPANSION</u>
1.	BQC	Bidder Qualification Criteria
2.	CBC	Corporate Business Correspondent
3.	RFP	Request for Proposal
4.	SLA	Service Level Agreement
5.	GST	Goods and Services Tax
6.	EMD	Earnest Money Deposit
7.	TDS	Tax Deduction at Source
8.	SB	Successful Bidder
9.	CVC	Central Vigilance Commission
10.	NSIC	National Small Industries Corporation
11.	BC	Business Correspondent
12.	FIA	Financial Inclusion Activities
13.	BCAs	Business Correspondent Agents
14.	IEM	Independent external Monitor

SR.NO.	ABBREVIATED TERM	EXPANSION
15.	SSA	Sub Service Area
16.	FIG	Financial Inclusion Gateway
17.	DDA	Daily deposit agents

INTRODUCTION:

Odisha Gramya Bank was formed on 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 its Head Office at Bhubaneswar is operating in 13 Districts of Odisha with 549 Branches, 1 Central Clearing Office (CCO) & 09 Regional Offices and Head Office. The Bank has Implemented Core Banking Solution with Finacle 7.0.18.

The bank has been allotted 780 Sub-Service Areas (SSA) in 13 Districts of Odisha and the bank has been engaging/managing the Business Correspondents working in these SSAs.

DISCLAIMER

The information contained in this "Request for proposal" ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Odisha Gramya Bank (or Bank), is provided to the bidder(s) 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 the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The Bank 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. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires.

Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFP. Such change will be published on the Website (<https://odishabank.abcprocure.com/EPROC/>) and it will become part of RFP. Odisha Gramya Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties. Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that the bidder does not maintain fair play.

THIS RFP CONSISTS OF THREE PARTS.

- 1. PART I - DETAILS OF PROJECT SPECIFIC TERMS AND CONDITIONS**
- 2. PART II - DETAILS OF GENERAL TERMS AND CONDITIONS**
- 3. PART III - DETAILS OF SUBMISSION OF VARIOUS DOCUMENTS AS PER FORMATS PROVIDED AS ANNEXES.**

PART – I – PROJECT SPECIFIC TERMS AND CONDITIONS

1.1. SCHEDULE OF BIDDING PROCESS:

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/FI/02/2022-23
2.	Date of Issue of RFP	01 st November 2022
3.	Last date for receipt of queries, if any.	11 th November 2022, 14:00 hours
4.	Pre Bid Meeting	14 th November 2022, 11:00 hours through Webex
5.	Bid Submission Mode.	https://odishabank.abcprocure.com/EPROC/ Through e-tendering portal (Class III Digital certificate with both Signing & Encryption is required for tender participation)
6.	Last Date and Time for submission of bids along with supporting documents through the above e-tendering portal.	25 th November 2022 on or before 15:00 hours
7.	Last date, time and place for submission of Original Bid Cost (DD), Bank Guarantee for EMD, Integrity Pact and Power of Attorney.	25 th November 2022 on or before 15:00 hours at the Bank's Financial Inclusion Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid through e-tendering portal.	25 th November 2022 at 16:00 hours at the Bank's Financial Inclusion Department, Bhubaneswar.
9.	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.
10.	Name of contact officials for submission of documents as stated in serial No.9 and for any enquiries.	G. B Pradhan – General Manager M. K Nayak- Manager, FI Dept. Sangram Behera– Asst. Manager, FI Dept.
11.	Address for Communication Submission of Bids	The General Manager, Financial Inclusion Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
12.	Contact officials for any clarification.	Sri G. B Pradhan – General Manager- 8723081042 Sri M. K Nayak- Manager, FI- 9437337571



S.No	Description of Information/ Requirement	Information / Requirement
		Sri Sangram Behera– Asst. Manager,FI-9692455309
13.	Contact e-mail ID	gm.fi@odishabank.in fiogb@odishabank.in
14.	Contact details of Independent External Monitor	Name: Vinayaka Rao Turaga email: tvrao56@gmail.com

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. 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.

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, Bank Guarantee towards EMD, Power of Attorney and Integrity Pact must reach to FI Department, Head Office, 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.

1.2 COST OF BID DOCUMENT:

Sl. N	Description	Amount in Indian Rupees
1.	Cost of Bid document (Refer clause 2.3 of the RFP) Inclusive of GST	₹ 5,900

1. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
2. No queries will be entertained after the date and time mentioned in this schedule.

1.3 BIDDER'S QUALIFICATION CRITERIA:

Bidder participating in this bid shall qualify to all criteria mentioned under Annexure IIC. Bidder shall upload the proof of documents for the same in the technical bid:



1. The bidder should be registered as a company in India as per Companies Act, 1956/2013 and should have been in operation for a period of at least 3 years in a related field as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies to be submitted along with technical bid. (Documentary proof should be attached).
2. The bidder has registered an average turnover of ₹ 20 Crores (Rupees Twenty Crores) (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years (2019-20, 2020-21 & 2021-22) as per audited accounts. Annual reports of 2019-20, 2020-21 & 2021-22 should be attached.
3. The bidder should have registered net profit (after tax) for at least two financial years (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years (2019-20, 2020-21 & 2021-22) as per audited accounts. Annual reports of 2019-20, 2020-21 & 2021-22 should be attached.
4. The bidder should be an ISO 9001/27001 certified company with valid certificate as on date of RFP.
5. The Bidder should have been working as Financial Inclusion end to end technology solution provider in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per **Annexure IV** of the RFP along with proof of Document such as purchase order /certificate from clients.
6. The Bidder should have been working as Corporate Business correspondent in at least one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per **Annexure IV** of the RFP along with proof of Document such as purchase order /certificate from clients.
7. Bidders should have at least 300 Business Correspondent Agents (BCA) working with at least one scheduled commercial banks (SCB) as on date of RFP with satisfactory performance. Bidder should submit the certificate as per **Annexure V** of the RFP along with proof of Document such as purchase order /certificate from clients.
8. The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per **Annexure VII** of this RFP. (Documentary proof should be attached).



9. Bidder should have own switch services for FI gateway hosted in 2 data centers within India as DC DR Model. Bidder should have provided FI gateway solution as “switch as a service” in any one scheduled commercial banks(SCB) in India with at least 300 BC terminals. Bidder to submit the details as per format provided in **Annexure VII** of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).
10. The Bidder should have supplied, installed and commissioned FIP Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned /completion certificate/confirmation from clients as per **Annexure VII** of this RFP. (Documentary proof should be attached).
11. Bidder should have integrated their FI gateway to the Bank’s CBS using ISO 8583 message format and should have the capability to integrate with Finacle 10.2.25 APIs, whenever made available. Bidder to submit the details as per format provided in **Annexure VII** of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).
12. The Bidder has its own service centers / authorized franchise / authorized service center in the state of Odisha. Bidder to submit the service center details as per format provided in **Annexure VIII** of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).
13. The Bidder should not be currently blacklisted in related field/area in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate as per format provided in **Annexure IX** of the RFP along with the technical bid. (Documentary proof should be attached).
14. As per the public procurement guidelines as stipulated in Order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance- Restrictions under Rule 144 (xi) of General Financial Rules 2017. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (DPIIT). Bidder shall also submit the following certificate in their letter head as per the format provided in **Annexure X**, duly signed by their company secretary along with the technical bid. Any bid, not accompanied with the above certificate shall be summarily rejected.

NOTE: Bidders shall submit proof of document for criteria detailed above. It shall be the responsibility of the bidders to submit relevant proof of document along with the technical bids. Evaluation shall be done based on the documents submitted along with the technical bid. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.



1.4 REQUIREMENTS & SCOPE OF WORK:

Successful bidders shall be engaged as Corporate Business Correspondents with capability of managing minimum 780 BCs at 780 sub-service areas along with FI technology Gateway i.e., End to End solution for FI (Deployment of Software, Hardware & Field BC Agents) exclusively for the Bank. The Successful bidder shall also provide technology solution for Bank's Daily Deposit Agents (The Daily Deposit Agents management will be under scope of Bank). However, this location is subject to change as per the requirements of the Bank. The solution provided by the successful bidder shall be required to maintain and manage any change in the locations during the contract period.

The successful bidder should deploy switch services for FI gateway hosted in banks DC and DR.

Contract shall be for a period of five years from the date of entering into agreement and shall be renewed further for a period of two years.

Detailed requirements, Scope of work and Technical Specifications are provided in **Annexure I**

1.5 BANK GUARANTEE

- a. The Successful Bidder shall, within 30 days of receipt of Purchase Order, submit a Performance Guarantee in the form of Bank Guarantee (PBG) equal to 3% of total value of the Purchase order (exclusive of taxes), valid for 5 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.
- b. The above mentioned bank guarantees shall be issued by any scheduled commercial bank other than Odisha Gramya Bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.
- c. Bank reserves its right to invoke the Bank Guarantees (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
 - a) Delay in Implementation beyond stipulated schedule as per the scope of work mentioned in the RFP.
 - b) Non Performance of the SLA terms and conditions.

1.6 PAYMENT TERMS:



1. **Payment Authority:** All payments shall be released monthly in arrears by Bank as per the terms and conditions stated in subsequent clauses.
2. **Payment Terms deliverables:** The successful bidder shall submit the following documents to Financial Inclusion Department at Bank's Head Office before raising invoices:
 - Service Level Agreement (SLA)
 - Performance Bank Guarantee as per clause 1.5 of the RFP.
 - Non-Disclosure Agreement.
3. Payment shall be released by the Financial Inclusion Department at Bank's Head Office based on the actual numbers of enrolments/transactions reflected in the reports from the Bank's FI server.
4. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be released by Financial Inclusion Department as per above payment terms on submission of mentioned supporting documents.
5. **All payments will be released after deduction of applicable taxes and penalty, if any.**

1. Recurring cost of Transactions

The payment towards recurring cost for transactions shall be released as monthly arrear after submission of required reports, reconciliation and validation with proof of commission sharing with BCs.

2. One time cost of Hardware supplied

The payment against one time cost of Software License and Hardware will be released on following process.

1. 80% of the onetime cost of Hardware and software supplied will be released on delivery of the respective hardware and licenses in full at the ordered locations.
2. On completion of installation, acceptance, go live of all system with new devices, the balance 20% of the amount will be released after deduction of applicable penalties.

3. AMC

The payment against AMC of hardware and software will be released as quarterly advance after deduction of penalty as applicable w.r.t previous quarter on submission of following:

- a. Quarterly preventive maintenance report of all devices for previous quarter.
- b. Quarterly power recycle report of all devices for previous quarter.
- c. Quarterly firmware update report of all devices for previous quarter.



d. GST compliant invoice

1.7 PRICES AND TAXES

1. Prices should be quoted as per format in Annexure 'III'.
2. The quoted prices shall be exclusive of GST and inclusive of all applicable duties.
3. The quoted prices shall be all inclusive of other expenses if any, for training and follow-up at the location as specified by the Bank in the Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.
4. The quoted price should be as per scope, functional requirements & technical specifications mentioned in the RFP.
5. The quoted price should be inclusive of Travelling, Boarding, and Lodging and for any incidental expenses. Bank shall not bear any other cost other than the one indicated in the Commercial Bid format.
6. Applicable charges like TDS and NEFT charges, if any will be deducted from the amount payable.
7. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.
8. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
9. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
10. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
11. Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
12. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
13. Bids without signature of authorized signatory of the bidder will be summarily rejected

Bank reserve its right to accept / reject any bid, which is not in line with these conditions.

1.8 EVALUATION PROCESS:

Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

Technical and Commercial Bids of all participating bidders shall be opened as per the schedule detailed in clause 1.1 of this RFP. The evaluation of Bids and awarding contract will be carried out as per the following criteria.

Evaluation of Technical bids:

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:

1. OGB will open Technical bid in the presence of Bidder's representative(s) who choose to be present on the date, time and address mentioned in **1.1 of RFP** or as amended by OGB from time to time.
2. 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.
3. 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.
4. Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by documentary evidence called for therein.
5. Submission of duly signed Annexure – I, II (A), II (B), II (C), IV, V, VI, VII, VIII, IX, X, XI, XIV, XV, XVI of the RFP.
6. Status of Compliance of terms and conditions of clause 1.7 of this RFP.
7. Submission of Commercial Bid strictly in the format specified in Annexure III of RFP
8. Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

9. Technical scores shall be granted based on the criteria mentioned in 1.9.1.

Determination of Successful Bidders and Awarding of Contract:

Bank will determine the TC1 bidder that shall be conducted in the Bank's e-Tendering website. Business rules and dates of opening of commercial bid will be intimated to the technically qualified bidders.

1. The TC1 bidder will be determined based on the clause 1.9.3 of the RFP.
2. The Bank reserves the right to reject the TC1 bid if it finds the same as unreasonable.

1.9 EVALUATION METHODOLOGY FOR ELIGIBLE BIDDER

After qualifying the eligibility criteria, the evaluation will be a three-stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 60% and 40% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

1.9.1 TECHNICAL BID EVALUATION

NAME OF CORPORATE BUSINESS CORRESPONDENT:					
ADDRESS:					
CONTACT DETAILS:					
Sr.	Parameter (Position as on 31.03.2022)	Criteria	Marks	Max Marks	Bidders Marks
1	Average Turnover of last 3 years (FY 2019-20 ,2020-21& 2021-22)	>20 CR	10	10	
		10 Crores to 20 Crores	7		
2	Net Profit Position of last 3 years (FY 2019-20 ,2020-21& 2021-22)	All 3 FY	10	10	
		Any 2 FY	7		
3	ISO 9001/27001	Both ISO 9001 & 27001	5	5	

		Any one of ISO 9001/27001	3		
4	Experience as CBC in in SCB (Scheduled Commercial Banks)	>7 years	20	20	
		>5 to 7 years	15		
		3 to 5 years	10		
5	Total number of BCAs working in SCB (Scheduled Commercial Banks)	>750	15	15	
		>500 to 750	10		
		>200 to 500	5		
6	Number of Banks experience as CBC in SCB (Scheduled Commercial Banks)	>4 Banks	10	10	
		>2 to 4 Banks	7		
		1 Banks	5		
7	TSP (Technology Service Provider) working as CBC in Same Bank	>4 Banks	20	20	
		2 Banks to 4 Banks	15		
		1 Bank	10		
8	Transaction Processing Capacity of FI Application (Annually)	➤ 1 Crores	10	10	
		➤ 50 LAKHS TO 1Crore	5		

Note:

1. Bidders to submit relevant documents in support from their respective Banks of their position under all the above parameters.
2. Bidders should score minimum 65% marks out of 100 marks as per scoring matrix to become eligible for participating in the Bid.

The vendor needs to achieve a cut – off score of 65 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Submission & Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Bidders shall submit proof of document for criteria detailed above. It shall be the responsibility of the bidders to submit relevant proof of document. Scoring shall be done based on the documents submitted along with the technical bid and no further correspondence shall be sent in this regard. The total marks scored in the technical

evaluation shall be informed to the participating bidders. Decision of the Bank on evaluation of technical bids shall be final and binding on all bidders and Bank won't accept/consider any kind of claims whatsoever from the bidders. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.

Bank shall disclose the only the individual technical scores obtained by bidders in the technical bid evaluation.

1.9.2 COMMERCIAL EVALUATION:

- Technically qualified bidders as per clause 1.9.1 above, shall be intimated for opening of their commercial bids submitted in the bank's e-tendering portal. Both technical & commercial bid to be submitted simultaneously before cut off dt i.e., 25.11.2022.
- Commercial Bids submitted by the technical qualified bidders as per 1.9.2.a above shall be opened and evaluated.
- Bid with the lowest price quoted shall be given a notional score of 100 and other bids shall be scored as per the following example:

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder3	1,00,000

Conversion of financial bid amount to score:

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	$100000/130000*100=76.92$
Bidder2	1,20,000	$100000/120000*100=83.33$
Bidder3	1,00,000	100.00

- The scores so obtained, shall be informed to the participating bidders.

1.9.3 AWARD OF CONTRACT:

- For the purpose of award of contract, Technical Scores shall be



given a **weightage of 60%** & Commercial Score shall be given a **weightage of 40%**. Based on the same, total weighted score shall be obtained. The formula to calculate the total weighted score is as follows:

$$\text{Total Weighted Score: } \frac{\text{Total Technical Score} \times 60 + \text{Total Commercial Score} \times 40}{100}$$

- b. On the basis of combined weighted score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of quality and cost will be ranked as TC1 followed by the proposals securing lesser marks as TC-2, TC-3 etc.
- c. Contract shall be awarded to the TC-1 Bidder or bidder with highest score. Bank may at its own discretion may invite TC-1 Bidder for further negotiations. In the event, two or more than two highest scoring bidders are awarded equal final scores, the bidder having the highest technical score shall be considered as the TC1 bidder.
- d. If for any reason TC1 bidder backs out or the purchase order given to the TC1 Bidder does not get executed in part / full, the Bank shall forfeit the bank guarantee for delivery/performance and go for a retender.

1.10 NO OUTSOURCING / SUB-CONTRACTING BY VENDOR

The selected Vendor will undertake to provide the Contact cum call center services required in this RFP to the Bank and will not outsource or subcontract any or all of the services being offered to Bank to any company or to a company fully / partly owned by the Vendor, except with the written consent of the Bank. However, any payment to such subcontract/outsourcing is to be paid by the Bidder and the Bank will not pay any amount other than the fixed amount quoted for that particular assignment.

PART –II-GENERAL TERMS & CONDITIONS:**2.1. SUBMISSION OF BIDS****2.1.1. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL:**

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said hardware in conformity with Technical Specification stipulated in Annexure-I may submit their bid through Bank's e-tendering service provider website <https://odishabank.abcprocure.com/EPROC/> on or before the time line stipulated vide clause 1.1 of the RFP. Refer clause 2.26 for E-Tender Service pre requisite for bid submission.

Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

2.1.2. SUBMISSION OF DOCUMENTS:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the clause 1.1 of the RFP on or before schedule mentioned in clause 1.1 of the RFP.

- 1) Demand draft for Rs. 5,900/- (Rupees Eleven Thousand Eight Hundred Only – non-refundable) towards cost of documents in favour of "Odisha Gramya Bank" payable at Bhubaneswar.
- 2) EMD in form of Bank Guarantee towards bid security.

The scanned copy of the Demand Draft to be uploaded in e-Procurement portal and the hard copy of the DD must reach at "Financial Inclusion Department, 1st Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

Bidders should be in possession of the acknowledgement issued by e-tendering system for submission of bids through e-tendering system and provide the same if asked by the Bank at the time of opening of Technical bids.

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFP, the bid will be rejected even if the same is uploaded in the Bank's e-tendering service provider website.

Bidder should upload scanned copy of required valid certificate in Bank's e-Procurement portal and need not send any hardcopy.

Bids received in any other mode other than the mode stipulated above, will not be accepted.

2.2 BID OPENING PROCESS:

The Bank will follow a two bid submission & opening process through e-tendering system as follows:

1. Technical Bid Opening and Evaluation.
2. Commercial Bid Opening and Evaluation.

In the first stage, the technical bid submitted in Bank's e-tendering website shall be opened in the presence of available authorised representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.8 and 1.9 of this RFP.

The time, date and place of opening the commercial Bid shall be advised to the technically qualified bidders individually either by email, fax or by letter.

2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT:

The bid should also be accompanied by cost of bid document (non-refundable) for **Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only)** by way of a Demand Draft for the amount in favour of Odisha Gramya Bank, payable in Bhubaneswar.

The Bidder is required to deposit ₹16,00,000/- (Rupees Sixteen 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 XII**.

No interest will be paid on the EMD.

The scanned copy of the Bank Guarantee and Bid Cost DD to be uploaded in e-Procurement portal and the hard copy of the BG must reach at "FI Department, 1st Floor, Odisha Gramya Bank, Head Office, Gandamunda, Khandagiri, Bhubaneswar – 751030" before last date of submission of bid along with other documents.

Bids received without the Demand Draft and Earnest Money deposit (EMD) mentioned above will be rejected.

2.4. BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address/email ID's as per schedule mentioned in clause 1.1 of the RFP. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.



Sl. No	Page No.	Clause No.	Description	Clarification	Banks Respons

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

2.5. BIDDER'S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS / EQUIPMENTS / SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software. The successful bidder has to provide handholding support to the new incoming bidder in case of termination of the contract or completion of the contract for smooth handover of the operation. If successful bidder fails to provide handholding support, Bank shall invoke the Bank Guarantee for performance. The Bidder

2.6. LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.

2.7. OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

2.8. FURNISHING OF INFORMATION

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

2.9. FORMAT AND SIGNING OF BIDS



The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be webcasted through Bank's official website.

2.12. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:

Successful bidder and its employees will strictly under not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in **Annexure XII** should be executed by the Successful bidder.

2.13 CLARIFICATION

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

2.14. ERRORS AND THEIR RECTIFICATION

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of TC1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected.

2.15. BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to

contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

2.16. CONTACTING THE BANK

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

2.17. ACCEPTANCE OF CONTRACT

Within 7 days (exclusive of holidays) of receipt of the Purchase Order, the company shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and Request for Proposal document along with its amendments and return it to the Bank as a token of having accepted the terms and conditions of the Contract.

2.18. FORMATION OF CONTRACT & EXECUTION OF SLA.

Acceptance of the Purchase Order / letter of intent as defined in clause 2.17 of this RFP constitute a valid contract. Successful bidder shall enter into a formal SLA with the Bank detailing terms and conditions set out in this RFP and in Purchase order / Letter of Intent. However, until an SLA is signed by both the parties, contract so constituted as detailed in this clause shall be construed as Service Level Agreement and shall be applicable.

2.19. ASSIGNMENT & SUBCONTRACTING

The Successful Bidder/s shall not assign or subcontract, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Successful Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.21 TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, pursuant to clause 1.5 & 1.6, the Bank may procure, upon such terms and in such manner, as it deems appropriate, solution and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services subject to a maximum of the order value. However, the Bidder shall continue performance of the Contract to the extent not terminated.

B. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

C. TERMINATION FOR CONVENIENCE

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Vendor shall not be entitled to terminate the contract.

2.22. FORCE MAJEURE

Notwithstanding the provisions of clauses 2.21 the Bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, covid -19 Pandemic/epidemic and other epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the successful bidder to perform its obligations under the contract where such

delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

2.23. COPY RIGHT/LICENCE VIOLATION

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

2.24. LIMITATION OF LIABILITY:

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

2.25. COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act.

2.26. E-TENDERING:

1. Bank has decided to determine L1 through bids submitted on bank's E-Tendering website <https://odishabank.abcprocure.com/EPROC/> . Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in 1.1 (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in 1.1 (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.



7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexes in the technical bid.

2.27. PACKING:

The Successful Bidder shall provide such packing of the hardware as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.28. INSURANCE:

The Goods supplied under the contract shall be fully insured any loss or damage incidental due to transportation, storage and erection. The successful bidder shall insure the computers/devices/tablets/finger print scanners/printers/accessories etc. used by BCA.

2.29. OTHER TERMS AND CONDITIONS

- a. The Bank shall have the right to withhold any payment due to the successful bidder in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- b. Successful bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- c. Successful bidder shall be responsible for managing the activities of its personnel and will be accountable for both. SB shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- d. Successful bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.
- e. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- f. Successful bidder shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. Successful bidder shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc. associated in execution of the work awarded under this RFP to work in the specified area and they should not move around at other places of premises without any specific reason.

- g. SB or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- h. SB and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- i. SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- j. It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment on the Bank.
- k. No extra claim shall be entertained on account of all the redo of work on account of SB's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SB.
- l. SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- m. SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- n. SB should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.
- o. The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

2.30. RESOLUTION OF DISPUTES

In case of any disagreement or dispute between the Bank and the successful bidder, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days

from the commencement of informal negotiations, the Bank and the successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the “SCOPE” and the award made in pursuance thereof shall be final and binding on the parties. Courts Bhubaneswar city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

2.31 RIGHT TO AUDIT:

Bank has the right to audit the application or the application development process and control by the bank team or by engaging any third party entity in compliance with bank's security policy not limiting to VAPT alone.

The successful bidder shall comply to all audit required by/for AUA/KUA/Govt. agencies.

2.32 CORRUPT AND FRAUDULENT PRACTICES:

- a) 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:
- b) “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
- c) “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.
- d) 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.



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.

2.33 SOLICITATION OF EMPLOYEES

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two years thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two years thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- I. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
- II. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

2.34 EXIT CLAUSE

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee.
2. Delay in delivery beyond the specified period.
3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution
5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of 90 days during the contract period.
- 6.

2.35 NAME AND CONTACT DETAILS OF IEM FOR THE ADOPTION OF INTEGRITY PACT IN PUBLIC SECTOR BANK:

As per the directions of Central Vigilance Commission, all public sector banks are required to adopt Integrity Pact in any procurement valued above the threshold value. Bidder shall submit Annexure XI and Annexure XII on a stamp paper duly signed by their authorized signatory along with the technical bid. Odisha Gramya Bank have appointed the IEM for this purpose:



Name	E Mail ID
Vinayaka Rao Turaga	tvrao56@gmail.com

2.36 RESPONSIBILITY FOR FAULT FREE OPERATION

The Successful Bidder (SB), following the execution of the Contract, will assume total responsibility for the fault free operation of the Solution and maintenance during the contract period.

The following conditions shall be applicable for ensuring trouble-free maintenance:

Vendor will have to guarantee a minimum uptime of 99.9% for the entire solution, calculated on a monthly basis. Application availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage.

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week.

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.9%	No Penalty
99.5% =< A < 99.9%	2% of the cost of monthly Charges
98.5% =< A < 99.5%	5% of the cost of monthly Charges
A < 98.5%	10% of the cost of monthly Charges

The Bank reserves the right to recover the penalty from any payment to be made under this contract. The penalty would be deducted from the payouts. For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the yearly charges.

AVAILABILITY SERVICE LEVEL DEFAULT:

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.9%), as measured on a monthly basis.

Severity levels determined based on the criteria mentioned below:

Level	Function/ Technology	Typical Resolution Time
Severity 1	1. No user can access the Business system or; 2. Any problem due to which 100 or more users	During peak hours: 1 hours During Non-peak hours: 2 hours

	cannot access the Business system. 3. Interruption making any functionality inaccessible services availability or unavailability or a severe impact on of any reports which is urgently required for compliance purpose. There is no possible alternative.	Peak hours – 06.00 hours to 22.00 hours Nonpeak hours – 22.00 hours to 06.00 hours
Severity 2	1. Any problem due to which 10 to 99 users cannot access the Business system or; 2. Any incident which is classified under “Severity 1” for which an acceptable (by Bank) workaround has been provided subject to users / customers are able to use the application as usual.	During peak hours: 1.5 hours During Non-peak hours: hours Peak hours – 06.00 hours to 22.00 hours Nonpeak hours – 22.00 hours to 06.00 hours
Severity 3	1. All other residuary business issues not defined under “Severity 1” and “Severity 2” or; 2. Any incident which is classified under “Severity 2” for which an acceptable (by Bank) workaround has been provided subject to users / customers are able to use the application as usual. or; 3. Any problem due to which 1 to 9 users cannot access the Business system	During peak hours: 4 hours During Non-peak hours: hours Peak hours – 06.00 hours to 22.00 hours Nonpeak hours – 22.00 hours to 06.00 hours

Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/ e-mail/ fax etc. are to be acted upon, to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.

- ✓ The Vendor should have 24X7X365 monitoring, escalation, and resolution infrastructure.
- ✓ Time bound problem addressing team (onsite/ offsite) for the complete contract period.
- ✓ Vendor to arrange for updation required in the system to meet all type of changes suggested by RBI / Govt. of India / towards compliance as part of ATS at no extra cost



to Bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

- ✓ The amount of penalty will be recovered from the SB from payments due to them or by invoking Bank Guarantee. If the penalty amount reaches the maximum, Bank will be at liberty to cancel the contract and invoke the performance Bank Guarantee provided by the SB.

PART – III-ANNEXURES**ANNEXURE I-SCOPE OF WORK****SCOPE OF THE PROJECT:**

The Bank requires an end to end Financial Inclusion Solution for Technology and for BC Management in an operating expenditure model OPEX model involving Migration of Existing FI Solution, Supply, customization, installation, operations, Maintenance of HHDs, Hardware and Software Management, Field Level BC Management to deliver and support Banking and Financial Services of Odisha Gramya Bank.

1. All services are to be online/ real-time using Micro-ATMs (PoS)/ Tablets/ Laptop/Mobile Devices.
2. Selected Bidder has to host FI Gateway and to provide end to end solution in technology.
3. The Successful Bidder will deploy all the banking applications on the Micro-ATMs/ Mobile Devices/ Kiosk without any extra cost to the Bank.
4. Successful Bidder has to deploy BC agents who are expected to operate from different locations/SSAs . The number of locations district wise at present managed by the bank is enclosed as Annexure XII.
5. The activities to be undertaken by the BCs shall be within the normal course of the banking business, but conducted through the BC Agent outside the bank premises/ATMs.
6. Bank may require additional BC agents at locations as per the road map given by RBI/ DFS/SLBC/ State Governments . The Successful Bidder is required to deploy BC agents on same terms and conditions at those locations.
7. The Bank reserves the right to add/modify/delete any locations from the existing locations as per the requirement from time to time.
8. While selecting the place for banking outlet, care should be taken that it is easily accessible to all and preferably be a place like Gram Panchayat office or such other public location / rented premises and Bank reserves its discretion to suggest changes. BC agent should operate as decided by the bank from time to time without any additional cost to the Bank such as rent, conveyance etc.,
9. Selected Vendor to provide all necessary infrastructure such as Laptop, Finger print scanner, web camera Printer , front end application software, any other equipment, peripherals,

software, hardware necessitated for carrying out enrolment/registration activities from time to time to each designated BC at its own cost.

A. DETAILED SCOPE OF THE PROJECT:

1. Successful Bidder is responsible for deployment of BCAs (BC Agents), and to provide Micro-ATMs (PoS)/ Tablets/laptops/Mobile Devices with latest make to BCAs as required, installation and maintenance of required software in Micro-ATM/Tablet/Mobile Devices by complying the latest security standards mentioned by IDRBT/RBI/DFS/UIDAI or any other regulatory .
2. The technical declination of transaction shall not cross 1% of total transaction volume at any point of time. This is not applicable for Daily Deposit Transactions.
3. The scope of the work includes supply, installation, customization, integration, testing, training to BC agents, acceptance, documentation, warranty support and post warranty maintenance support for end to end Financial Inclusion Solution, covering hardware, field devices, application software, database, operating system, patch updates, fixing vulnerabilities identified by Bank's Internal/External audit team etc.
4. This is an end to end project and the all the items required for making the solution operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document and a detailed design document needs to be submitted as part of the bid.
5. Successful Bidder to install FI (App/Web/DB) switching and gateway servers along with switching service and integrate the same with bank's CBS at Primary Data Centre and Disaster Recovery Centre along with Hardware Security Module (HSM) based key management system. This intermediary server shall be capable of driving MicroATM/Tablet/Mobile Devices. The Server will also drive the MicroATMs to be provided by Successful bidder. FI intermediary Server should be compatible with the latest version of Micro-ATMs certified by IDRBT/STQC. Licence for the same to be obtained by bidder with the Specific Standard as per IDRBT/UIDAI/NPCI/RBI/DFS.
6. The servers provided shall cater the requirements of transaction switching for app to be provided by Successful bidder for Daily Deposit Scheme.

7. Required software for the intermediary FI(App/Web/DB) servers i.e latest stable Operating system at DC & DR servers , to be provided/procured by Successful Bidder including all the licenses, softwares, SSL certificates (TLS ver 1.2 and above), ATS support, patch management of applications & servers provided.
8. Successful Bidder shall provide services of an intermediate system that is owned and maintained and managed by the bidder that is handling transaction in online/offline modes from a large no of devices deployed in this project.
9. Successful Bidder Shall provide interface and establish connectivity between front end system and intermediate system and CBS.
10. Successful Bidder shall own and operate entire infrastructure including the front end system , intermediary switching solution and card management system.
11. Successful Bidder has to design the solution keeping in mind the Business Continuity Plan and Service Level Agreement.
12. Successful Bidder is responsible for deploying qualified personnel as BC agent (BCA) with minimum academic qualification of Xth. Selected BCA should fulfil qualification criteria as per the guidelines of Ministry of Finance, IBA, RBI and Bank which may subject to change as per regulatory requirements. BC certification from IIBF is mandatory for every BCA before deployment/ on boarding.
13. Document verification by the CBC & Police Verification should be mandatorily done before placing the request for approval of the BCA/ Bank Mitra.
14. On boarding process will be system driven with initiation at Branch, approval after interview & due diligence by Regional Office (Acceptance & approval and BC Settlement Account) and Head Office level (Final approval).
15. BC agent's application detail like Name, Father's Name, Address, Aadhaar Number, Photograph, Educational Qualification, Experience, etc. should flow through the system for perusal of the Bank officials.
16. Digital copies of the photograph, KYC documents/e-KYC reference number, Police Verification report, reports by two references, etc. should be stored in digital formats and made accessible to the various stakeholders including branch, RO and HO.

17. An online BC registry have to be maintained with complete KYC details of the agent along with his area of operations, product offering, performance, salary details, leave details etc. Area Manager, Regional level coordinator will report to Banks Team for Management of BCs.
18. Successful Bidder to maintain BC agents latest profiles centrally and provide access to bank for MIS as per the format informed by the bank. The BCA GIS data should be maintained as per the directions given by IBA/DFS/RBI.
19. Successful Bidder is responsible for all operations performed by BC agents deployed.
20. Successful Bidder has to deploy 01 operation resource at FI Department , Head Office (On bank working days) .
21. Successful Bidder has to troubleshoot the issues if any between vendor FI server, FI gateway ,NPCI, ATM Switch, NIC, Device vendors and any other interfaces and ensure maximum uptime of the services as specified by bank.
22. Successful Bidder has to deploy a mechanism for centrally monitoring of BC agents, Logins, transactions, terminals. Access to be provided to Bank officials to monitor the same.
23. Successful Bidder has to provide a tool/application to enable Bank users to generate various reports/ Dash boards with real time data required by the Bank to monitor BC operations without any cost to Bank and also should put in place alert mechanism.
24. BC agents may be assigned with any other financial and non-financial transactions viz., recovery of loans, enrolment of social security schemes, mobilization of new business for Bank, lead generation, all Govt. Schemes including Aadhaar, Mobile and PAN Seeding, insurance sales, banking transactions and any new initiatives taken up by Bank from time to time. Successful Bidder to make necessary customizations in the field devices and FI servers as per bank requirement from time to time without any cost to the bank. All the financial and non-financial transactions performed by the BC agents to be captured electronically.
25. MicroATMs (PoS)/ Tablets/ Mobile Devices should be connected directly to intermediary FI server and process through Bank's FI gateway/ using ISO8583/XML message format for both financial and non-financial transactions. All the interface specifications with Financial Inclusion Gateway will be provided by the FI Gateway vendor.
26. HSM – the HSM provided by Successful Bidder shall have required specifications and licenses to handle the key store procedures for pin pad devices to be used for card authentications.

27. Successful Bidder must deploy devices which comply with MicroATM standards 1.5.1 and also should comply with the latest specifications from time to time and only STQC certified devices to be deployed. Tablet/Mobile devices should have facility to connect to STQC certified biometric reader for authentication in a secure manner.
28. Following MIS reports to be provided:-
- BC master report as per DFS GIS report format with Coordinates.
 - Real time BC login reports with District wise/ Zone Wise as per DFS format
 - Real time inactive BC report
 - BC transaction report product wise
 - Reconciliation reports
 - Cash position report BCA wise
 - BC commission reports
 - Failed/ unsettled transactions reports
 - Dispute Management reports for which complaints are raised by the customer
 - BC activity reports
 - BC onus and Offus transactions with Interchange
29. Bank may change/add/modify/delete reports as and when required or as per the guidelines of the regulators. The Successful Bidder have to deploy the necessary reports without any extra cost to the bank.
30. Successful Bidder has to deploy the biometric devices as per guidelines issued by UIDAI/ NPCI from time to time without any additional cost to the bank.
31. Successful Bidder has to procure and deploy the equipment (MicroATMs (PoS)/ Tablets/ Mobile devices) required to achieve full functionality of proposed solution which includes devices like IRIS scanners, PIN pads, printer etc. to be procured and deployed by the Successful Bidder without any additional cost to Bank.
32. Successful Bidder is responsible for supply, installation and maintenance of DR system for FI server (App, Web, DR) at Bank's DR location and ensure on-line replication of data between primary and DR FI servers. Successful Bidder to perform DR Drill once in a quarter.
33. All the software provided to the Bank should have valid license key. Successful Bidder needs to provide the media and software entitlement to the Bank. All servers supplied by bidder should have only Bank provided Anti-Virus.

34. Escrow mechanism for the FI application will be responsibility of the successful bidder along with all other backups, without any additional cost to the Bank.

35. **Annual growth projection:**

Parameter	2022-23	2023-24	2024-25	2025-26	2026-27
Financial transactions (The number of transactions done in a day per customer will be considered as one transaction only irrespective of the numbers either withdrawal or deposit for payment of commission)	36,00,000	41,40,000	47,61,000	54,75,150	62,96,423

B. TECHNICAL CAPABILITIES:

1. Proposed solution should have standard interface capabilities (standards like ISO, XML, web services etc.) from end to end encryption with SSL / TLS 1.2 and above (latest stable version). Solution should support AePS, IMPS, UPI, Account Based transactions, Debit Cards (only EMV chip card) and other services specified by the bank in RFP.
2. Successful Bidder should provide a centralised solution to monitor end to end operations performed by the BC agents. Centralised solution and application software deployed in the field devices shall be capable of displaying banners/ customized messages/targets to the BCAs on day to day basis.
3. Successful Bidder should ensure ISO 27001 standards from end to end and the certificate to be submitted to bank periodically during the contract period.
4. Bank in future may migrate to IPv6 environment. The servers and devices provided by bidder should be capable of supporting both IPv4 & IPv6 without cost to the bank.
5. No storing and replay of biometrics as per UIDAI/ NPCI guidelines.
6. Should comply with Aadhaar Act 2016 guidelines and subsequent amendments / guidelines given by any regulatory body.
7. Successful Bidder to deploy devices certified by UIDAI/ STQC for Level-0 and Level-1 Aadhaar Authentication as per latest UIDAI/ STQC/RBI guidelines. Successful Bidder to

submit the RD certificate to the bank received from UIDAI before deploying devices, which are presently being used or will be used in future for Aadhaar authentication.

C. RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:

The corporate Business correspondent shall ensure

1. Deployment of BC Agents , Procurement , Maintenance of equipment and Monitoring.
2. All the BC agents should login through Aadhaar with proper session timeouts between MicroATMs (PoS)/ Tablets and Mobile devices as specified by the bank.
3. Audit trail of all administrative/ transactional activities.
4. Role based access - Service level restriction for agents / Centralized financial parameters (or limits) maintenance as communicated by bank from time to time.
5. Successful Bidder should ensure to implement variable limits per BC agent as per bank directions.
6. Print receipt shall be in ENGLISH language and Voice acknowledgement shall be in ODIA language for the customer.
7. Providing BC login details, transactions details and other data as and when required by bank should be provided in Dash boards for monitoring by the Bank officials.
8. Successful Bidder should analyse the transactions on regular basis and submit a report to bank on failure of transactions with reasons. Successful Bidder should device a plan and initiate necessary steps to reduce failure of transactions.
9. The devices/ servers deployed by the bidder for FI activities should be hardened as per bank Policy.
10. Successful Bidder should have capability to levy different types of variable /fixed charges on the customer transactions on the basis of customer type, transaction type.
11. Secure Sockets Layer (SSL) TLS Ver 1.2 and above mode of communication to be used for encryption of data in transit.
12. Report of all transactions processed during the day as requested by the User Department to be provided for monitoring, reconciliation & settlement by the onsite support teams.

13. Centralized application management i.e., patches and any upgrades should be pushed to Field level devices from a Central server and ensure all devices should be running on same version.
14. FI server should have all checks and Validations for checking the per day/per month/per year transaction limits of the BC agents, customers, etc. as stipulated by the Bank/Regulators from time to time.
15. It is the responsibility of the Successful Bidder to keep the equipment in working order ensuring an overall uptime of 95%.
16. Successful Bidder should send SMSs/WhatsApp messages to the deployed BC agents on monthly basis/ frequent intervals on the targets / any important messages conveyed by the bank without any cost to the bank.
17. Successful Bidder should make alternate arrangement during the absence period of deployed BC with sub-BC concept under intimation to Bank.
18. Corporate BC should arrange refresher course to BC agents for one day once in every three months to update and enable them to discharge their duties more effectively.
19. The Successful Bidder should also take adequate care for using Hardware/Software that will not become End of Sale within 24 months of Supply and End of Support/End of Life during the period of Contract.
20. The successful Bidder should ensure that the BC Agents shall work only on behalf of Odisha Gramya Bank and not engaged as BC Agents for any other Bank/NBFCs or engaged in marketing/scouting of insurance/SIPs/Mutual Fund/third party products of any other Bank/NBFCs.
21. Successful Bidder should supply and ensure that BC agents should maintain required registers such as cash registers/discrepancy register etc.
22. Successful Bidder should provide valid ID cards/ uniforms/customer service board with Bank logo in all locations.
23. Successful Bidder shall be responsible for achieving target specified by Bank/DFS/IBA/RBI/and any other regulators from time to time.

D. TECHNICAL SPECIFICATIONS:

1. The MicroATMs (PoS)/ Tablets/ Mobile device solution should be compatible with latest MicroATMs Standards 1.5.1 and support interoperability of all transactions.
2. The solution should adhere to the standards prescribed by the Indian Bank's Association (IBA) and Institute for Development and Research in Banking Technology (IDRBT) / RBI/ NPCI / STQC / UIDAI / PCI-DSS or any other regulatory body.
3. The proposed solution has to support authentication of customers, secured communication, transaction processing, Aadhaar based authentication, customer enrolment system, uploading/downloading of transactions/ customer enrolment data through online mode, generation of printed acknowledgement for success and failed transactions, generation of Audit trail for all financial and non-financial transactions.
4. The technological details indicated in the RFP are suggestive. The architecture should meet latest industry standards and best practices that minimize costs and risks to the Bank and need to be upgraded from time to time without any cost to Bank.
5. The Successful Bidder should be able to roll out the system at short notice.
6. The system should be scalable and interoperable and work with different types of handheld devices empanelled by IBA.
7. Bidder should ensure that servers provided to Bank are hardened and updated with latest Patches.
8. Bank's internal & external auditors will conduct security drill & VAPT (Vulnerability assessment & penetration testing) for all the systems from time to time, any short coming reported by the auditors during the audit needs to be closed within time stipulated by the Bank for all systems (application/ DB, OS and other middle ware used) deployed by the Successful Bidder without any cost to bank.

E. INCIDENT MANAGEMENT:

1. Successful Bidder shall provide a help desk with adequate number of phone lines for online support of BC agents. Telephonic support should be available on all days from 6:00 AM to 10:00 PM. Bidder may also explore the possibility of IVR support and ticketing system to BCs redressal .

2. On finding an equipment is not functioning, the BCA has to intimate on the pre-designated number of help desk regarding the same. Help Desk representative would then issue a ticket number to the BCA which he will quote in all subsequent communications till resolution of the issue. The defective part of the equipment shall be replaced by a representative of the Successful Bidder under a sign off from the equipment operator. The issue should be resolved within 24 to 48 hours of raising the ticket.
3. As a part of facility management, the bidder shall provide one technically competent resources at FI Department, Head Office of the Bank at their cost , who shall be available for attending any updates/modifications in concurrence with the bank, apart from trouble shooting.
4. Successful Bidder shall provide escalation matrix to BC agents and Bank.

F. SOFTWARE MANAGEMENT :

1. Successful bidder to host the FI gateway Server as intermediately server to connect to Bank server with specific standard prescribed by the regulators
2. In order to provide efficient and better service, the Bank may at times require an upgrade in the software. Such software changes for all newer versions of software should be released, after taking approval from Bank.
3. The corporate BC shall prepare, in consultation with the Bank, a schedule for upgrade on the field and the BCA should download and install the new version at each of the BC point.
4. Banner should be displayed on MicroATM/ Tablet / Mobile Device on BC login. Bank will inform the message which should be displayed on screen on daily basis which includes daily targets, any important messages which are to be conveyed to BC agent in vernacular language.
5. All the patches, keys, certificates etc. to be pushed centrally to the MicroATMs (PoS)/ Tablets/ Mobile devices during EOD or BOD so that all the MicroATMs (PoS)/ Tablets/ Mobile devices will be running on same version of application at any given point of time.
6. 2 Test terminals to be provided to bank for testing of MicroATMs (PoS)/ Tablets/ Mobile device application and Successful Bidder to submit documentation of the processes and various modules with workflows.

7. BC agents should be provided with booklets containing SOP for running the BC outlet.
8. Bidder should host a portal for Regional Offices/ Branches which facilitates BCA on boarding, Transactions monitoring, Grievance addressal , etc.

G. CENTRALISED MONITORING ,RECONCILIATION,SETTLEMENT AND DISPUTE MANAGEMENT:

1. Successful Bidder shall have a dedicated team of Supervisors and Coordinators who shall monitor the implementation of FI Plan effectively well within the time schedule.
2. Successful Bidder should inform the bank instructions/camps/rules to BC agents through channels like email / calls/ SMS and no extra charges will be paid to corporate BC.
3. The Successful Bidder to provide file for reconciliation on daily basis or as and when required by Bank's Reconciliation team.
4. Successful Bidder to put in place and ensure reconciliation files are sent on daily basis. Any disputed/ unsettled transaction should be cleared/ settled within 7 days from the date of complaint in coordination with bank reconciliation team. Any disputes and penalties if any, levied by NPCI/ UIDAI/RBI will be recovered from the Successful Bidder
5. Successful Bidder should provide Ledger / transaction details to reconciliation department as and when requested.
6. Successful Bidder shall also arrange for necessary training, meetings with BCAs at periodical intervals and maintain liaison with Bank's Link Branches/Regional Offices/Head Office.
7. They shall ensure periodical Preventive maintenance of MicroATMs (PoS)/ Tablets/ Mobile devices, their good working condition, timely repairs if any and with the required consumables. They shall also monitor the uptime, problem resolution.
8. Corporate BC shall have the supervisors and coordinators as follows:
 - One supervisor referred to as BC Supervisor (BCS) for 20-25 BCAs.
 - One Coordinator referred to as BC coordinators for 8-10 supervisors .
9. The list is to be updated in FI server from time to time and Banks team shall be given access to the list of the BC supervisors and BC Coordinators along with the location, Mobile number etc. so that Banks team can contact them as and when required to monitor the operations/ issues, if any.

H. TECHNOLOGY CONTROLS:

1. The operations and technology supporting BC operations shall at all times conform to regulatory and legal provisions and the requirements of the bank.
2. Successful Bidder shall be able to impose all the checks and validations at FI server as suggested by the bank, as applicable.
3. Security of the individuals' identity and transaction data must be encrypted and stored.
4. Security audit shall be carried out for the technology and process through a competent third party as suggested by the Bank.
5. Authentication mechanisms should reliably verify individuals, devices and other systems interacting with each other and generate audit trails to support accountability and non-repudiation requirements of the bank.
6. Strong authorization mechanisms shall be provided to enforce principles of least privileges, restricting access, limiting amount of money that can be transacted, etc. as required by the Bank. All transactions should be secured from end-to-end.
7. The solution supplied by the Bidder should provide timely tracking and reporting of events / violations to bank's policies.
8. Systems should be available to support uninterrupted services to the customers duly meeting the contractual obligations of the Bank towards third-parties and customers.

I. BASIC FUNCTIONS OF THE APPLICATION:

1. The proposed FI solution/application must be capable of extending following products & services. Also these products /applications/solutions should be made available to field BCs in their MicroATMs (PoS)/ Tablets/ Mobile:
 - Account Opening through e – KYC using Bio metric / Iris
 - Cash deposit (own bank)
 - Cash deposit (other bank—AEPS/Rupay card)
 - Cash withdrawal (on us)
 - Cash withdrawal (off us)
 - Fund transfer (own bank)
 - Fund transfer (other Bank—AEPS/Rupay card)



- Balance enquiry (own bank)
- Balance enquiry (other bank—AEPS/Rupay card)
- Mini statement
- TDR/RD opening
- Enroll for micro accidental death insurance
- Enroll for micro life insurance
- Enroll for social security pension scheme
- Cheque collection
- Aadhaar seeding
- Mobile seeding
- IMPS
- NEFT
- BBPS
- Dual Authentication of SHG
- Request new cheque book
- Stop payment of cheque
- Cheque status enquiry
- Renew TD/RD
- Block debit card
- Launch complaints
- Track complaints
- Request for SMS alert / email statement (if mobile no. / e-mail is already registered)
- Pension life certificate authentication through Jeevan Pramaan (Aadhaar enabled)
- Recovery/collection up to bank approved limits
- Apply for RuPay debit cards
- Passbook update
- Loan request initiation for personal loan
- Loan request initiation for vehicle loan
- Loan request initiation for home loan
- Current account opening
- Request initiation for credit card

- Request initiation for mutual fund
 - Request initiation for life insurance
 - Request initiation for health insurance
 - Request initiation for motor insurance
2. The Bank may intend to provide any other special products and/or services which the Bank/RBI/DFS/IBA or any other regulators may conceive at any later date without any additional cost to the Bank and the BC and/or his Business Agent (BA) should be adequately equipped to undertake such services within 30 days of notice. The required training shall be arranged by the corporate BC to the BCAs.
3. Voice guidance in all local languages and charge Slip in bilingual (paper trial)should be provided for both failure and successful transactions to enable the Customers to follow the transactions.

J. Technology for Daily Deposit Agents

Bank have engaged approximately 600 Daily deposit agents across Bank's operating area. These agents collect deposits from customers having recurring deposits. Currently the transactions are handled offline and the same is getting reconciled at the day end manually.

Within the scope of this RFP, the service provider shall provide following services:

1. The service provider shall provide Android based app to capture transactions and Bank's Daily deposit agents will use these apps on their Android Mobile Phone.
2. **The management of Daily deposit Agents will be under scope of Bank.**
3. The service provider shall use the servers and HSMs provided for AePS services to do the switching of transaction between apps provided by service provider and Bank's CBS.
4. The service provider shall provide technology support only for this service.
5. The service provider shall provide a Bluetooth based thermal printer for transaction receipt.
6. The transaction shall be confined to deposit transactions only. The scope of service provider is limited to provide interface through app, transaction receipt using Bluetooth based thermal printer and security measures of the solution.
7. The service provider shall integrate with CBS using ISO message for transactions and shall use API interface to fetch the agent details and customer account details from CBS.
8. The service provider shall provide a web based admin interface for following activities and reports in Bank's Head Office.
 - a. On boarding and Off boarding of daily deposit agents
 - b. Daily/weekly/monthly transactions and agent activity reports in excel format
 - c. Facility to monitor the activity of DDA app used by DDA
 - d.



9. The transaction management will be under scope of Bank and following events will happened in case of a transaction in daily deposit app.
- Event 1:** The agent shall use the app to fetch the details of customer using his or her user credential and will connect the Bluetooth printer. (This shall be handled by Service provider)
 - Event 2:** On agent making a transaction using the app, the selected amount will be debited from Agents account and the amount will be credited to customer's account. The service provider server using ISO message shall send this transaction message.
 - Event 3:** On receiving the success response from CBS, the payment receipt slip shall get printed in the agent's printer with name, account details, deposit and balance, etc.

The solution provided shall have no transaction related billing and should have no limitation in number of transactions to be performed.

K. FI SERVER:

1. Successful Bidder has to ensure installation of App, web & DB servers (FI Servers) with each server having redundancy, bidder needs to provide tape drive & tape libraries for data backup on tape drive as per Bank IS policy. The servers at DC may work in active-active or active passive combination.
2. Services of FI server consisting of the related hardware, software, licenses and required technical support to be provided by the Successful Bidder.
3. Maintenance and Operation of the System to be done by the Successful Bidder at DC/DR of the bank.
4. The specification of servers proposed shall have minimum specification mentioned in

ANNEXURE XX.

5. The FI servers along with HSM devices shall meet the sizing requirements for the proposed transaction count of FI services and Daily deposit services. During the contract period, if issues observed about performance of services, than the Selected Bidder shall upgrade the server configuration or specifications to meet the performance requirement or shall replace the servers if not possible to upgrade without any additional cost to Bank.
6. The utilization of server resources shall not cross 45% of available resource during normal transaction hours and shall not cross 85% during peak transaction hours.

7. FI Servers shall be provided as CAPEX in DC and DR with auto replication with same configuration.
8. The DC and DR servers shall be auto sync.
9. All devices provided shall have dual hot swappable SMPS to connect to two separate power supply source in the server rack.
10. The servers and HSM devices shall be in form factor of rack server with maximum 2U space for each device.
11. The connectivity from server to bank's switch shall be provided by the service provider.
12. All infrastructure requirements like, servers, OS, database and other licenses and installation shall be under scope of the bidder.
13. Network configuration will be under scope of Bank.
14. All installation shall be done physically at data centre, Chennai and Disaster Recovery Centre, Hyderabad.
15. The FI server must have the capability of switching and connecting the front-end devices with the backend Banking Solution in a secure manner. FI server shall support the following additional functionalities:
 - Only Authorized or registered devices on ensuring the authentication of terminal ID, authorized BC Agent can login to the system, messages as per standard format, decrypts the message successfully and connects to the Intermediate Server through https only.
 - Push software upgrades, if any, to the handheld device during every BOD/ EOD and ensure that all the handheld devices are having the latest version of the software
 - Secure communication between all devices/systems end-to-end.
 - Ensure that all the upload done from the various handheld devices/Laptops are properly accounted in the system with various status flags and validations.
 - FI Server should have the capability to capture all the activities under taken by the BC agents in the field which includes financial, non-financial and BC/ BF activities.
 - In order to maintain and manage the FI application and FI gateway middleware application SB shall provide support to the bank for the entire duration of the contract.
 - SB Shall provide well trained resources (min 2) to handle the onsite maintenance of the FI solution. The maintenance shall include production support, change data management and POS application changes.

L. CASH OPERATIONS BY THE BUSINESS CORRESPONDENT (BC/BCA):

1. The funds that would be required to make payments should be made available by the BC Agent or the corporate BC.
2. The BCA shall be required to handle collection and payment of deposits and withdrawals, as per limits prescribed by the Bank.
3. The BCA shall be required to handle recovery of loans.
4. The BCA shall be responsible for the security of the cash received from the customers towards any transaction etc., at their own cost, expenses and risks.
5. Bank reserves the right to revise transaction limits of the customers/ turnover limits of the BC agents at any point of time as per Banks discretion / regulatory guidelines.
6. Corporate BC shall indemnify the Bank against all losses / cash balances held or handled by the BC, their representatives or other intermediaries appointed by the BC including misconduct, negligence, frauds or any loss caused to the bank on the part of the BC's personnel / employees and their agents / sub-agents. Based on the risk perception of the Bank, the Bank may stipulate financial ceilings on net exposures to BC or to his authorized agents.
7. Successful Bidder to indemnify bank for all lapses of BC agents
8. Successful Bidder to balance/tally the cash balance in the MicroATM/ Tablet/Mobile device with bank CBS account on daily basis and submit weekly certificate to the bank.
9. All the insurance related to BC agents viz., cash on hand, cash in transit, fidelity, fire & burglary should be responsibility of the Bidder.

M. RESIDENT PERSONNEL FOR MIGRATION:

- Successful Bidder (SB) shall deploy support team including Team Leader at bank's Head office for the complete duration of the project.
- Team leader must have a minimum experience of 2 years in the field and team members should have a minimum experience of 1-year experience in this area.
- All costs related to lodging and travelling for the support team shall be a part of the prices quoted in Annexure III by the SB. No extra costs except those quoted in Annexure III shall be applicable for the duration of the contract.



- SB shall submit the details of the Onsite Team to be deployed for the Bank's project along with the project document. No changes to this team shall be allowed for the duration of the contract without the prior written consent of Bank.
- SB shall be liable to provide alternate resources if the members of the proposed team are deemed unqualified to handle the support.

ANNEXURE-II-A-FORMAT FOR TECHNICAL BID

1) Name and Address of the Company	
2) Registered Address of the Company	
3) Year of Incorporation	
4) Local/Contact Address	
5) Contact Person	
a) Name:	
b) Designation:	
c) Phone:	
d) Fax:	
e) Cell No:	
f) E-mail	
6) Turnover and Net Profit of the company (Rs. In Crores).	
FINANCIAL YEAR	Turnover Net Profit (After Tax)
2019-2020	
2020-2021	
2021-2022	
GST No:	

We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in clause 1.10 of the RFP No RFP/FID/02/22-23 dated 01.11.2022. We also confirm that we agree to all the terms and conditions mentioned in this RFP No RFP/FID/02/22-23 dated 01.11.2022.

Authorized Signatory
Place:
Date:

Name and Designation

Office Seal

**ANNEXURE II B-OFFER COVERING LETTER:**

To
General Manager
F I Department
Head Office
Odisha Gramya Bank,
At-Gandamunda,
PO Khandagiri
BHUBANESWAR – 751 030

Date:

Dear Sir,

Sub: Your RFP No. RFP/FID/02/22-23 dated 01.11.2022 for OR SELECTION OF CORPORATE BUSINESS CORRESPONDENT WITH END-TO-END FINANCIAL INCLUSION TECHNOLOGY SOLUTION

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said solution as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We confirm that, we have not have been black listed / debarred / disqualified / by any regulator / statutory body / Financial Institutions or a public sector undertaking in India as on date of issue of RFP

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft submitted towards RFP document fees .

Description	Amount in INR	DD / BC NUMBER	DATE OF THE DD	Name of issuing Bank & Branch
Cost of Bid Document	5,900			

Yours faithfully,

(Authorized Signatory)

ANNEXURE II C-SUBMISSION OF DOCUMENTS AS BIDDERS QUALIFICATION CRITERIA

S.No.		Support documents to be submitted	Compliance (Yes/No)
1	The bidder should be registered as a company in India as per Companies Act, 1956/2013 and should have been in operation for a period of at least 3 years in a related field as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies to be submitted along with technical bid. (Documentary proof should be attached).	Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company) OR any other relevant documents issued from competent authority of GOI.	
2	The bidder has registered an average turnover of 20 Crores (Rupees Twenty Crores) (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years (2019-20,2020-21 & 2021-22) as per audited accounts. Annual reports of 2019-20,2020-21 & 2021-22 should be attached.	Annual reports of 2019-20,2020-21 & 2021-22 should be attached	
3	The bidder has registered net profit (after tax) for at least two financial years (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years (2019-20,2020-21 & 2021-22) as per audited accounts. Annual reports of 2019-20,2020-21 & 2021-22 should be attached.	Annual reports of 2019-20,2020-21 & 2021-22 should be attached	
4	The bidder should be an ISO 9001/27001 certified company with valid certificate as on date of RFP.	Copies of Valid ISO certificates to be submitted	
5	The Bidder should have been working as Financial Inclusion solution provider along with Corporate Business correspondent in any one scheduled commercial Banks in India for at least 3	Copies of Purchase orders / Performance Certificate to be submitted	



S.No.		Support documents to be submitted	Compliance (Yes/No)
	years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.		
6	The Bidder should have been working as Corporate Business correspondent in any one scheduled commercial Banks in India for at least 3 years as on date of RFP. (Documentary proof should be attached). Bidder should submit the certificate as per Annexure IV of the RFP along with proof of Document such as purchase order /certificate from clients.	Copies of Purchase orders / Performance Certificate to be submitted	
7	Bidders should have at least 300 Business Correspondent Agents (BCA) working with any Public Sector Banks(PSB)/Regional Rural Banks (RRB) as on 31.03.2022 with satisfactory performance. Bidder should submit the certificate as per Annexure V of the RFP along with proof of Document such as purchase order /certificate from clients.	Copies of Purchase orders / Performance Certificate to be submitted	
8	The Bidder should have supplied, installed and commissioned FIG Hardware in on Premises / virtualised environment in at least one scheduled commercial banks(SCB) in India in the last Five (5) years as on date of RFP. Bidder should submit self-declaration along with proof of document such as purchase order and installation certificate with virtualised environment commissioned/completion certificate/ confirmation from clients as per Annexure VII of this RFP. (Documentary proof should be attached).	Copies of Purchase orders / Performance Certificate to be submitted	
9	Bidder should have own switch services for FI gateway hosted in 2 data centers within India as DC DR Model. Bidder should have provided FI gateway	Self-Declaration to be submitted.	



S.No.		Support documents to be submitted	Compliance (Yes/No)
	solution as "switch as a service" in any one scheduled commercial banks(SCB) in India with at least 300 BC terminals. Bidder to submit the details as per format provided in Annexure VII of the RFP along with the technical bid.		
10	The Bidder has its own service centers / authorized franchise / authorized service center in Odisha. Bidder to ensure that server certified professional are employed in these locations and should submit the details of service center such as address, number of engineers attached to the service center of which Server Specialists etc. Bidder to submit the service center details as per format provided in Annexure VIII of the RFP along with the technical bid. (Self-Declaration to be submitted). (Documentary proof should be attached).	Self-Declaration to be submitted	
11	The Bidder should not be currently blacklisted in related field/area in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate as per format provided in Annexure IX of the RFP along with the technical bid. (Documentary proof should be attached).	Self-Declaration to be submitted	
12	As per the public procurement guidelines as stipulated in Order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance- Restrictions under Rule 144 (xi) of General Financial Rules 2017. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (DPIIT). Bidder shall also submit the following certificate in their letter head as per the format provided	Self-Declaration to be submitted	



S.No.		Support documents to be submitted	Compliance (Yes/No)
	in Annexure X , duly signed by their company secretary along with the technical bid. Any bid, not accompanied with the above certificate shall be summarily rejected.		
13	Letter of undertaking as per format provided in Annexure XI of the RFP along with the technical bid.	Self-Declaration to be submitted	
14	Confirmation for Government Rules relating to Minimum Wages as per format provided in Annexure XIV of the RFP along with the technical bid.	Self-Declaration to be submitted	
15	Pre-Integrity Pact Covering Letter as per format provided in Annexure XV of the RFP along with the technical bid.	Covering Letter as per format enclosed to be submitted	
16	Integrity Pact as per format provided in Annexure XVI of the RFP along with the technical bid.	Integrity Pact as per format enclosed to be submitted	

ANNEXURE III-FORMAT FOR COMMERCIAL BID

1. Name of Bidder :
2. Address of Corporate Office :

TABLE – I: PROJECTED VARIABLE COST OF TRANSACTIONS TO BE DONE BY BUSINESS CORRESPONDENTS FOR 5 YEARS (OPEX)

S.No.	Services	Projected Transaction Count for 5 years	Unit Cost in INR	Txn in INR	Total projected cost for 5 years In INR
	A	B	C		D=(B*C)
1.	Opening of Savings Bank a/c With e-KYC	60,000 accounts			
2.	Financial transactions – cost per transaction for Financial transactions only. *The number of Financial transactions done in a day per customer will be considered as only one transaction, irrespective of the withdrawal or deposit for payment of commission. This includes the cost towards management of Banking Correspondents and their handheld devices	2,42,72,573 txns			
3.	Total cost				

TABLE II COST OF TECHNOLOGY SERVICES (CAPEX):

Sr No.	Cost of services	Make and Model	Specification	Units Cost	Units	Total OTC	Unit AMC 2nd Year	AMC 2nd Year	Unit AMC 3rd Year	AMC 3rd Year	Unit AMC 4th Year	AMC 4th Year	Unit AMC 5th Year	AMC 5th Year	Total (in INR)
	A	B	C	D	E	F=D*E	G	H=G*E	I	J=I*E	K	L=K*E	M	N=M*E	K=(F+H+J+L+N)
1	App Server (DC)				1										
2	Web Server (DC)				1										
3	DB Server (DC)				1										
4	HSM (DC)				1										
5	PTS Server (DC)				1										



6	UAT Web Server (DC)				1														
7	UAT APP+DB Server (DC)				1														
8	App Server (DR)				1														
9	Web Server (DR)				1														
10	DB Server (DR)				1														
11	HSM (DR)				1														
12	PTS Server (DR)				1														
13	Cablings and installation charges				1														
14	Operating Systems				12														
15	Database License				3														
16	Android App for Daily deposit scheme				600														
17	Bluetooth thermal printer				600														
18	Total																		

TABLE III

Sr. No.	Description	Total Price (INR)
A	Total amount under Serial No. 3 of TABLE I	
B	Total amount under Serial No. 18 of TABLE II	
C	Grand Total	

TABLE – IV: COST OF BUSINESS CORRESPONDENTS SERVICES: FIXED COST PER BCA IN A MONTH

Sr. No.	Services	Total (Amount in Rs.)
1.	<p>1)Fixed Commission</p> <p>The BC is eligible to get an amount of ₹ 2100/- per month towards fixed pay subject to fulfilment of any of the following two conditions/all:</p> <p>a)Minimum transactions to be carried out during the month must be 300 no's (**) with a condition of a minimum of 20 days login through Micro ATM and a minimum of ₹ 1,00,000/- volume of transaction during the month.</p> <p>Or</p> <p>b)The BC who earns a minimum variable commission of ₹ 2500/- during the month. [** multiple transactions carried out for a single customer (both on-us & off-us txns) on any day shall be treated as one transaction for that day for arriving at the total no. of transactions done during the month]</p>	Rs.2100.00 (Rupees Two thousand One Hundred only)



Note: TC1 will be determined based on the total cost of ownership (TCO) quoted by any of the technically short-listed bidder under Table III Serial No. C (Grand Total).

1. All software supplied along with Hardware under this bid shall be of enterprise class with OEM support.
2. Commercials offered is for End to End FI solution, which includes (includes cost of FI Solution, Infrastructure, Resource, implementation, migration, training, hosting, customization and maintenance and any / all other solution / hardware/servers/switch required for successful implementation of FI solution) and only Technology solution for DDA(excluding Daily Deposit Agent management).
3. There is no limitation of transaction volume and no cost to be paid by Bank towards number of transactions to be done using app provided for Daily Deposit scheme.
4. BCAs will get at least **80%** of the commission earned and shall be reimbursed to BCAs on monthly basis based. **(This excludes the cost quoted in Table II).**
5. If the cost for any line item is indicated as zero, then it will be assumed by the Bank that the said item is provided to the Bank without any cost. **Bank reserve its rights to normalize the price quoted on finding any exorbitant quotation in any segment of commercial bid.**
6. Commercials offered above shall be considered for all the deliverables stated in this RFP document. No extra costs other than those quoted above shall accrue to the bank.
7. Prices quoted by the bidder shall be exclusive of taxes (GST) and inclusive of all duties, levies, entry tax (wherever applicable).
8. For all other services rendered by the BCAs, fixed commission will be paid as decided by the Bank, which is attached as Annexure – III (A) for the existing services. Commission for new/other Services which are to be introduced in future will be as decided on the mutually agreed terms and conditions.

We certify that our response quoted above meets the Scope of Work defined as per Annexure – I and in other parts of the RFP/FID/02/22-23 dated 01.11.2022 and prices quoted are all in compliance with the terms indicated in clause 1.7 and 1.8 of the RFP/FID/02/22-23 dated 01.11.2022. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP/FID/02/22-23 dated 01.11.2022.

Authorised Signatory:
Name and Designation:
Office Seal with date

ANNEXURE III A-LIST OF OTHER SERVICES AVAILABLE AND THE REMUNERATION TO BE PAID

Sl no	Variable activity types	Commission on activity
-------	-------------------------	------------------------

1	PMJDY A/C opening	₹ 10/- per account
2	NPA KCC renewal	₹ 100/- per renewal
3	Sourcing of PMJJBY	₹ 30/- per a/c if sourced during June-August ₹ 22.50/- per a/c if sourced during Sept-Nov ₹ 15/- per a/c if sourced during Dec-Feb ₹ 7.50/- per a/c if sourced during Mar-May
4	Sourcing of PMSBY	Re. 1/- per account
5	Sourcing of APY	₹ 37.50/- per account
6	RuPay card activation	₹ 5/- per activation
7	NPA recovery	3% of the amount recovered with an upper ceiling of ₹ 7000/-
8	OTS Mobilization	3% of the amount recovered with an upper ceiling of ₹ 7000/-
9	Recovery from written-off Accounts	5% of the amount recovered with no upper ceiling

Reimbursement of monthly incidental charges incurred by the BCs on Micro ATM

The BCs are also eligible to get a reimbursement of ₹ 400/- every month towards internet connectivity & purchase of paper rolls, which are used in their Micro ATMs subject to fulfilment of the following conditions in a month.

- Minimum 10 days login through Micro ATM
- Minimum 100 transactions
- Minimum ₹ 50,000/- volume of transactions

NOTE: This Social Security scheme commission is as per DFS /PFRDA rates.

The above charges may be revised with extent guidelines of DFS /PFRDA/Banks Board.

For others services, in future the commission may be as decided by the Bank

ANNEXURE IV-CERTIFICATE OF EXPERIENCE

We hereby certify that M/s. _____ was awarded contract for Corporate Business Correspondent vide our Purchase Order Reference No. _____ dated _____ (copy of PO enclosed) with reference to our RFP Reference No. _____ dated _____.

We also certify that M/s. _____ has executed the contract so awarded to them complete in all respects as per terms and conditions of the above referred Purchase Order / RFP. The details of project execution under the above purchase order / RFP is as under:

Year of Purchase Order	Description	Name and details of contact person of the organisation for reference

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

ANNEXURE V-CERTIFICATE FROM CLIENT

We hereby certify that M/s. _____ was awarded contract for Corporate Business Correspondent vide our Purchase Order Reference No. _____ dated _____ (copy of PO enclosed) with reference to our RFP Reference No. _____ dated _____.

We also certify that M/s. _____ has executed the contract so awarded to them complete in all respects as per terms and conditions of the above referred Purchase Order / RFP. The details of project execution under the above purchase order / RFP is as under:

Year of Purchase Order	Description	Name and details of contact person of the organisation for reference

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



Annexure VI - Format Power of Attorney

(On Stamp paper of relevant value)

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. RFP/FID/02/2022-23 dated 01.11.2022** in response to the request for proposal for selection of Corporate Business correspondent with end-to-end financial inclusion technology solution 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 _____ 2022.
For _____.

Accepted

(Signature)

(Name Designation)

Date:

Business Address:

ANNEXURE VII CERTIFICATE FROM CLIENT FOR FIG INFRASTRUCTURE

We hereby certify that M/s. _____ was awarded contract for the supply of Solution vide our Purchase Order Reference No. _____ dated _____ (copy of PO enclosed) with reference to our RFP Reference No. _____ dated _____.

We also certify that M/s. _____ has executed the contract so awarded to them complete in all respects as per terms and conditions of the above referred Purchase Order / RFP. The details of project execution under the above purchase order / RFP is as under:

Year in which the Solution supplied.	Details of similar hardware/software/ solution supplied and installed. (List out of the make and model of hardware supplied)	Name and details of contact person of the organisation for reference.

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

**ANNEXURE VIII-DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER IN
ODISHA**

S No:	Name of District	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.				
2.				

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

Authorized Signatory

Place:

Date:

Name and Designation**Office Seal**



ANNEXURE IX-SELF DECLARATION – BLACKLISTING

To
General Manager
F I Department
Head Office
Odisha Gramya Bank,
At-Gandamunda,
PO Khandagiri
BHUBANESWAR – 751 030

Date:

Dear Sir,

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for Corporate Business correspondent with end-to-end financial inclusion technology solution by OGB . 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.

We hereby certify that; we have not been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP for a similar project.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



ANNEXURE X-UNDERTAKING AS PER GOVT GUIDELINES AS PER GFR RULE No:144

(This letter should be on the letterhead of the bidder)

To
General Manager
F I Department
Head Office
Odisha Gramya Bank,
At-Gandamunda,
PO Khandagiri
BHUBANESWAR – 751 030

Date:

Sir,

Sub: RFP Ref No.: RFP/FID/02/22-23 DATED 01.11.2022- FOR SELECTION OF CORPORATE BUSINESS CORRESPONDENT WITH END-TO-END FINANCIAL INCLUSION TECHNOLOGY SOLUTION

I have read the provisions of the order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance and the specific clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours faithfully,

Company secretary

Name:

Vendor's Corporate Name

Address

Email and Phone #



ANNEXURE XI-LETTER OF UNDERTAKING

To
General Manager
F I Department
Head Office
Odisha Gramya Bank,
At-Gandamunda,
PO Khandagiri
BHUBANESWAR – 751 030

Date:

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP/FID/02/22-23 dated 01.11.2022, its Annexes, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at _____ this _____ day of _____ 2022.

Yours faithfully,

For _____
Signature: _____
Name: _____

Authorized Signatory

Place:

Date:

Name and Designation

Office Seal



ANNEXURE XII - 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 XIII- PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two
Thousand Twenty Two
BY:

_____ Bank, (*) a body corporate constituted under **Banking Companies
Acquisition and Transfer of Undertakings) Act, 1970**, having its Registered Office/ Head
Office at _____, and a Branch Office at
_____ (hereinafter referred to as "the
Guarantor", which expression shall, unless it be repugnant to the subject, meaning or
context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR 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), having its Head Office at
Gandamunda, Bhubaneswar (hereinafter referred to as "**Bank**", which expression shall
unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and
include its successors and assigns),

A) WHEREAS the Bank, on _____ has concluded a Contract as per Purchase
Order ref:.....with _____ a company within the meaning
of the Companies Act, 1956/2013 (1 of 1956) and having its registered office at
_____ for supply, installation of solution at its
Branches / Regional Offices and other offices located across the country and to carry out
activities as stipulated in clause of the RFP (hereinafter collectively called
".....").

- 1. AND WHEREAS** pursuant to the Bid Documents, purchase order, and the other related
documents (hereinafter collectively referred to as "the said documents"), the Bank has
agreed to purchase from M/s.....who has agreed
to provide to the Bankthe said, more
particularly described in the said documents, subject to payment of the price as stated
in the said documents and also subject to the terms, conditions, covenants, provisions
and stipulations contained in the said documents.
- 2. AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a
Contract, with M/s. on (Hereinafter referred to as "the
Vendor" which expression shall unless it be repugnant to the subject, meaning or context
thereof, be deemed to mean and include its successors and assigns), subject to the
terms and conditions contained in the said documents and the vendor has duly
confirmed the same.
- 3. AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has
agreed to warrant comprehensive maintenance of the entire.....
including the System, software, components and accessories supplied and to provide



an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Odisha Gramya Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the **vendor** of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

4. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

5. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Bhubaneswar forthwith, an amount of Rs as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty, AMC and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the **Vendor**. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.
1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
 2. The Bank shall be the sole judge to decide whether the **Vendor** has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty, AMC and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the **Vendor** to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
 3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
 4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or



- ii) any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or
- iii) acquisition or nationalisation of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or
- iv) any change in the constitution of the Bank / **Vendor**; or
- v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
- vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything to the contrary contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and
- ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the **courts of Bhubaneswar city** where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

_____ ,
by the hand of Shri. _____ ,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee



ANNEXURE XIV: (SELF DECLARATION: GOVT MINIMUM WAGES)

To
General Manager
F I Department
Head Office
Odisha Gramya Bank,
At-Gandamunda,
PO Khandagiri
BHUBANESWAR – 751 030

Date:

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: Your Purchase Order No _____ dated _____

We refer to your purchase order no. _____ Dated _____ / Service Level Agreement awarding contract for _____.

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for noncompliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

Authorized Signatory
Place:
Date:

Name and Designation

Office Seal



ANNEXURE XV-PRE-IP-COVERING LETTER

Ref:

Dated:

To,

General Manager

FI Department

Head Office

Odisha Gramya Bank,

At-Gandamunda,

PO Khandagiri

BHUBANESWAR – 751 030

Sub: Submission of Offer for Tender ref: RFP/FID/02/2022-23 DATED 01.11.2022- FOR SELECTION OF CORPORATE BUSINESS CORRESPONDENT WITH END-TO-END FINANCIAL INCLUSION TECHNOLOGY SOLUTION

Dear Sir,

The Bidder acknowledges that Odisha Gramya Bank stands committed to following the principles of transparency, equity and competitiveness in public procurement` as enumerated in the integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender is an invitation to offer made on the condition that the bidder will sign the enclosed Integrity Agreement, which is an integral part of the tender documents, failing which the Bidder will stand disqualified from the tendering process. The Bidder acknowledges that the bid would be kept open in its original form without variation or modification for a period of 180 days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT/RFP.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract which will come into existence when bid is finally accepted by Odisha Gramya Bank. The bidder acknowledges that the mere signing of Integrity pact between the Bidder and the Buyer does not in any way guarantee award of Contract to the Bidder. The bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of the Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, Odisha Gramya bank shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,

(Duly Authorized Signatory of the Bidder)



(On Stamp Paper of ₹ 100.00)
Annexure XVI - Integrity Pact

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2022, 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 Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No. :) hereinafter referred to as "Tender / LTE" 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 BIDDERS



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/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 in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules

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 - Equal Treatment of all Bidders/Contractors/Subcontractors

3. Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3.2 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 4: Previous Transgression

4.1 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 in any country in respect of any corrupt practices envisaged hereunder or with any

Nationalized Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 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.

4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.

4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.

4.5 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.

4.6 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 5: Criminal Liability

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 6: Earnest Money (Security Deposit)

6.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in NIT / LTE) 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 LTE].

6.2 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.

-

6.3 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.

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

Article 7: Sanction for Violations

7.1 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.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1 [i] to [x] 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.



7.3 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 8: Independent External Monitors

8.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as monitors] for this Pact in consultation with the Central Vigilance Commission.

8.2 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.

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

8.4 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.

8.5 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.

8.6 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 his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

8.7 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.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8.9 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.



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

Article 9: 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 10: 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 11: 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 12: Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 6 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 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 13: 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 14: 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 15: 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 16: 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.

16.1 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.

16.2 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.

16.3 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.

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

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 XVII-SERVICE LEVEL AGREEMENT

This **Service Level Agreement (“Agreement”)** is executed between **Odisha Gramya Bank**, an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) and having its registered office at Head Office at Bhubaneswar, hereinafter referred to as "**Bank**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST Part.

AND

....., (**Name of the company**) a Public/ Private (strike out whichever is not applicable) limited company incorporated under the Companies Act, 1956 and having its registered office at hereinafter referred to as "**Vendor**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND Part.

WHEREAS:

the Bank desires to engage the services of Vendor as Service provider for as stated in the scope (Details as given in the Schedule A) of RFP/FID/..... dated and issued a Purchase Order (PO) No.FID/..... dated This Agreement is valid as per the terms mentioned in PO and RFP (and subsequent amendments, if any) & the existing terms stands continued till renewal of the existing contracts, and for the subsequent renewals thereof as agreed by both the parties and

Vendor has agreed to provide the services described in the PO and in this agreement on the terms and conditions set forth in RFP/ PO/ hereunder.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions and Construction.

1.1. **Definitions.** The following defined terms used in this Agreement shall have the meanings specified below:

- 1.1.1. **“Party”** or **“Parties”** shall mean either Bank or the vendor or both, as the case may be.
- 1.1.2. **“Effective Date”** means the date of acceptance of Purchase Order (PO).
- 1.1.3. **“Confidential Information”** of the Parties shall mean all information and documentation of each Party, respectively, whether disclosed to or accessed by the other in connection with this Agreement, including (A) with respect to Bank, (i) all Bank Data, Bank Intellectual Property and all other information of Bank or its providers, customers (including their employees and job applicants), suppliers,



contractors and other third parties doing business with Bank, and (ii) any information developed by reference to or use of Bank's Confidential Information, (B) with respect to Bank and the vendor, the terms of this Agreement; provided, however, that except to the extent otherwise provided by Law, the term "Confidential Information" shall not include information that (i) is independently developed by the recipient, as demonstrated by the recipient's written or electronic records, without violating the disclosing Party's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, or (iv) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement, and (C) with respect to the vendor, any and all (i) vendor Intellectual Property and New Intellectual Property, (ii) information or documentation relating to vendor's business, business relationships, financial affairs, including financial reports, work plans, and structures, (iii) all other information of vendor or its partners, customers (including their employees), suppliers, contractors and other third parties doing business with the vendor, and (iv) any information developed by reference to or use of vendor's Confidential Information.

- 1.1.4. **"Intellectual Property"** shall mean any patent, copyright, trademark or trade secret applicable to (a) processes, specifications, methodologies, procedures, and trade secrets, (b) software, tools and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics and other written documentation, and (d) proprietary trade names, brands, logos or slogans.
- 1.1.5. **"Losses"** shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default, or assessment).
- 1.1.6. **"Services"** shall mean, collectively, the services being provided by the vendor pursuant to this Agreement, and, during the Termination Assistance Period, the Termination Assistance Services.

2. Services.

Commencing on the Effective Date and continuing throughout the Term, Vendor shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, and (b) any incidental services, functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

3. Commercial Terms:

As per PO No.



4. Period of Contract:

5. Operational Capabilities and Implementation.

- 5.1. Vendor shall provide such personnel and such Vendor Systems necessary to provide the Services described in Schedule A.
- 5.2. The provision of Services to the Bank and the timelines shall be in accordance with the Scope of Services set forth in Schedule A.

6. Management and Control.

Vendor shall be responsible for the successful completion of Services and Vendor Customer Relationship Manager shall be the single point of contact for all communications and support in this regard. Vendor shall be subject to the Change Control Procedures, which shall provide, at a minimum, that:

With respect to all changes, Vendor shall (a) schedule Changes so as not to unreasonably interrupt Bank's business operations, and (b) prepare and deliver to Bank a notice and schedule for any planned Changes prior to the implementation.

Vendor shall update the Change Control Procedures as necessary and shall provide such updated Change Control Procedures to Bank for its approval and the same will be confirmed to Vendor by the Chief Operating officer.

7. Consents.

Vendor shall obtain, maintain and keep current, at Vendor's expense, all Consents and Governmental Approvals. Upon Vendor's request, Bank shall use its reasonable best efforts to cooperate with and assist Vendor in obtaining any such Governmental Approvals, to the extent reasonably possible

8. Audits Rights.

Upon notice from Bank, Vendor shall provide records for inspection and assist Bank, or its designated third party contractor, and/or National Bank for Agriculture and Rural Development (NABARD) and/or Reserve Bank of India (RBI) and/or its auditors, if required and advised by the Bank to Vendor, with access to and any assistance (including financial records, reports and supporting documentation) that they may require with respect to the Service Locations and the Vendor Systems for the purpose of performing audits or inspections of the Services. **Audit will be limited to documents and all activities connected to the services rendered under this agreement, performance of the services in current project and bidding process documents under this agreement. However, vendor shall not be obligated to provide any internal cost break up, or any records/ data or allow audit/ inspection of any data, records which are not related to services under the agreement.**



9. Bank's Trademarks:

Bank's trademarks, service marks and trade names are the property of Bank, and Vendor agrees that it shall not use any of Bank's trademarks, service marks or trade names without Bank's approval. Vendor agrees not to register any Bank trademarks, service marks or trade names without Bank's approval. Vendor shall not, without Bank's approval, remove or alter any trademark, service mark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in materials pertaining to the Services and related documentation delivered to Vendor by Bank.

10. Confidentiality.

The Vendor shall hold all Confidential Information relating to or obtained from the Bank in strict confidence. Vendor shall treat any and all the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, subcontractors and employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive even after termination of this agreement.

11. Additional Covenants.

The Parties covenant and agree that during the Term and Termination Assistance Period:

- 1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement;
- 2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Vendor Systems, or Confidential Information; and
- 3) In respect of development of Software, the Business logic for the software developed is the sole proprietary of the bank and the same shall not be shared without prior written consent of the Bank.

12. Insurance.

Without limiting Vendor's liability to Bank or third parties, Vendor will maintain will have and maintain such types and amounts of liability insurance as is normal and customary in the industry generally for parties similarly situated, and will upon request provide the Bank with a copy of its policies of insurance in that regard, along with any amendments



and revisions there to. The financial liability of Vendor during the tenure of the contract and its subsequent renewals under this or any terms of this agreement other than under insurance total shall not exceed the fee it receives under the agreement.

13. Indemnity:

The vendor, shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by vendor or its agents or its employees on account of engaging the services from vendor.

14. Termination.

The Bank, by written notice sent to the Company, may terminate the Contract, in whole or in part, at any time for its convenience by giving a cure period of 30 days. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Company under the contract is terminated, and the date upon which such termination becomes effective.

14.1 Termination for Default:

The Bank, without prejudice to any other remedy for breach of Contract, by giving 30 days written notice of default sent to the vendor, may terminate this Contract in whole or in part:

a) if the vendor fails to deliver the goods/ services within the period(s) specified in the Purchase Order

or

b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, goods and related services, similar to those undelivered, and the vendor shall be liable to the Bank for any excess costs for such similar Hardware and related services subject to the maximum cap of 10% of the undelivered portion. However, the vendor shall continue performance of the Contract to the extent not terminated.

14.2 Termination for Insolvency:

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

14.3 Termination for other actions:

The bank has the right to terminate the agreement with immediate effect if the Vendor is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by Vendor or its agents or its employees.

15. Termination Assistance.

- 15.1 Vendor shall, upon Bank's request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded. After the expiration of the Termination Assistance Period, Vendor shall (i) provide support to the extent of answering questions from Bank regarding the Services on an "as needed" basis and (ii) deliver to Bank any remaining Bank-owned reports and documentation still in Vendor's possession.
- 15.2 Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period (the "End Date"):
- (a) return, destroy or erase all Intellectual Property of the other Party; and
 - (b) return to the other Party all assets owned, licensed or leased by the other Party.

16. Resolution of Disputes :

In case of any disagreement or dispute between the Bank and the vendor, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the Vendor have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the vendor and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties.



Courts of Bhubaneswar city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

17. Force Majeure:

No Party shall be liable to the other Party hereto for delays in performance of its obligations hereunder due to riot, act of God, war, fire, flood, invasion, earthquake, epidemics, interruption of transportation, embargo, explosion, strike, lockout or other labour troubles, actions of governmental authority, or any other causes similar to the forgoing which are beyond the reasonable control of such Party; the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. Performance of obligations is excused only for the time delay imposed by such causes and only to the extent that alternative means of performance are unavailable. If either Party is affected by Force Majeure it shall forthwith notify the other Party of its nature and extent.

18. Assignment:

The vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

19. Notices:

Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be sent by e-mail, facsimile or delivered by hand or post.

20. Waivers:

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

21. Entire Agreement:

This Agreement and the Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

22. Amendments:

No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

23. Governing Law and Jurisdiction:

This Agreement and the relationship between hereto shall be governed by the laws of India. IN WITNESS WHEREOF, each of Bank and Vendor has caused this Agreement to be signed and delivered by its duly authorized representative on the day, month and the year first written

For Odisha Gramya Bank Signature	For Vendor Signature
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE A**1. 1. Scope of Services/ Technical Specification/ Terms and Conditions:**

As per referred RFP/ PO terms and its subsequent amendments (if any).

2. Other terms and conditions:

- a) Vendor to do complete background check of the proposed engineers and give declaration to the Bank in this regard.
- b) Vendor has to submit a letter duly signed by his employees wherein the vendor will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank.
- c) Vendor has to obtain Non-Disclosure Cum Confidentiality undertaking letter from each of the employee for deputation to the Bank. In the said undertaking, the employee should also hold himself jointly liable along with his employer for any loss or damage caused to the bank because of any breach of terms of undertaking letter or any other terms specified by the bank in writing.



ANNEXURE XVIII-FORMAT FOR NON-DISCLOURE AGREEMENT

THIS AGREEMENT made and entered into at Bhubaneswar on this the.... day of.....2022 between **Odisha Gramya Bank**, enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) having its Head Office at Bhubaneswar, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

.....a company incorporated under the Companies Act 1956 with its registered office at and its local office at

..... hereinafter called the "**COMPANY**" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity intend to implementsolution at its Organization.

The Bank has short-listed the Company after completion of tendering process for procurement of "....." in its office. The details of such activities are as per Purchase Order ref:.....issued by the Bank, duly accepted by the Company.

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

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

1. Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records **of Bank or Bank's customer**. The Company may use the information solely for and in connection with the purpose the information was conveyed.

2. Use of Confidential Information.

- i. Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- ii. The Company shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity



other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

- iii. The Company shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Exemptions

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

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

4. Term

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

The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

**5. Title and Proprietary rights**

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

6. Return of confidential information:

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

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

7. Remedies:

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

8. Entire Agreement:

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

9. Indemnity:

The Company agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of



the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final.

The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. Severability:

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

11. Dispute Resolution Mechanism:

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

12. Jurisdiction

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

13. Governing laws

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

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

BANK
(Authorized Signatory)

COMPANY
(Authorized Signatory)

ANNEXURE XIX-DETAILS OF EXISTING BC

**The District wise locations at present managed by the Bank in 13
District of Odisha:**

S.no.	District	Number of locations at present
1	Angul	53
2	Balasore	75
3	Bhadrak	24
4	Cuttack	75
5	Dhenkanal	57
6	Jagatsinghpur	45
7	Jajpur	77
8	Kendrapara	42
9	Keonjhar	69
10	Khurda	25
11	Mayurbhanj	107
12	Nayagarh	42
13	Puri	89
	Grand Total	780



ANNEXURE XX-MINIMUM SPECIFICATION OF SERVERS

OGB DC Server				
	OS	CPU	RAM	HDD
DB Server	Any enterprise grade licensed Operating system with support	3.4ghz, 12 core single processor	128GB	1TBx2 SAS SSD and 4 TBx4 SAS SSD
App Server	Any enterprise grade licensed Operating system with support	2.4ghz, 12 core single processor	64GB	1TBx2 SAS SSD
Web Server	Any enterprise grade licensed Operating system with support	2.4ghz, 12 core single processor	64GB	1TBx2 SAS SSD
PTS Server	Any enterprise grade licensed Operating system with support	2.4ghz, 12 core single processor	64GB	1TBx2 SAS SSD
UAT Web Server	Any enterprise grade licensed Operating system with support	2.4ghz, 12 core single processor	64GB	1TBx2 SAS SSD
UAT APP+DB Server	Any enterprise grade licensed Operating system with support	2.4ghz, 12 core single processor	64GB	1TBx2 SAS SSD and 2TBx2 SAS SSD

OGB DR Server				
	OS	CPU	RAM	HDD
DB Server	Any enterprise grade licensed Operating system with support	3.4ghz, 12 core single processor	128GB	1TBx2 SAS SSD and 4 TBx4 SAS SSD
App Server	Any enterprise grade licensed Operating system with support	2.4ghz, 12 core single processor	64GB	1TBx2 SAS SSD
Web Server	Any enterprise grade licensed Operating system with support	2.4ghz, 12 core single processor	64GB	1TBx2 SAS SSD
PTS Server	Any enterprise grade licensed Operating system with support	2.4ghz, 12 core single processor	64GB	1TBx2 SAS SSD

HSM Model Safenet PL60 or equivalent (1 DC + 1 DR)