



**ODISHA GRAMYA BANK**

Information Technology Department

Head Office, Gandamunda, P.O. Khandagiri, Bhubaneswar - 751030

**RFP Ref No. OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022  
REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL  
SOLUTION**

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

**Confidentiality:**

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## Checklist

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

1. ₹ 11,800/- (**Rupees Eleven Thousand Eight 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 OGB on or before last date of submission of bid along with other documents.
2. Earnest Money Deposit (EMD) in form of Bank Guarantee (BG) amounting to ₹ 2,00,000/- (**Rupee Two Lakhs only**). The scanned copy of Bank Guarantee to be uploaded in e-Procurement portal and the hard copy of the BG must reach at Head Office of OGB before last date of submission of bid.
3. 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.
4. Integrity Pact duly signed on stamp paper of ₹ 100/- (**Rupees One hundred only**). 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 (₹).
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.



## Abbreviations and Acronyms

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

1	BG	Bank Guarantee
2	DC	Data Centre
3	E-Mail	Electronic mail
4	EMD	Earnest Money Deposit
5	IPR	Intellectual Property Rights
6	LAN	Local Area Network
7	OGB	Odisha Gramya Bank
8	OEM	Original Equipment Manufacturer
9	RFP	Request for Proposal
10	PBG	Performance Bank Guarantee
11	SLA	Service Level Agreement
12	DRC	Disaster Recovery Center
13	AD	Microsoft Active Directory
14	SPF	Sender Policy Framework
15	DKIM	Domain Keys Identified Mail
16	DMARC	Domain-based Message Authentication, Reporting, and Conformance



Section 1 - Bid Schedule and Address

S. No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/EMAIL/014/2021-22
2.	Date of Issue of RFP	24 <sup>th</sup> February 2022
3.	Last date for receipt of queries, if any.	2 <sup>nd</sup> March 2022, on or before 15:00 hours
4.	Pre Bid Meeting	2 <sup>nd</sup> March 2022, 16:00 hours
5.	Bid Submission Mode.	Through e-procurement portal: <a href="https://odishabank.abcprocure.com/EPROC/">https://odishabank.abcprocure.com/EPROC/</a>
6.	Last Date and Time for submission of bids along with supporting documents through the above	16 <sup>th</sup> March 2022 on or before 15:00 hours
7.	Last date, time and place for submission of Original Bid Cost (DD), Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.	16 <sup>th</sup> March 2022 on or before 15:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid.	16 <sup>th</sup> March 2022 at 16:00 hours at the Bank's Information Technology 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.7 and for any enquiries.	B. K. Patra – General Manager S. S. Acharya – Sr. Manager IT J. K. Sahoo – Manager
11.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
12.	Contact officials for any clarification.	Mr. B. K. Patra – General Manager - 8169452301 Mr. S. S. Acharya – Sr. Manager IT - 9437285358 J. K. Sahoo – Manager - 9090735223
13.	Contact e-mail ID	<a href="mailto:email@odishabank.in">email@odishabank.in</a>
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.
3. Bids sent through post/courier or by hand will not be accepted/ evaluated. Bids should be submitted in the e-procurement portal of Odisha Gramya Bank. Original copy of Bid Cost DD, EMD Bank Guarantee, Power of Attorney and Integrity Pact must reach to Head Office of Odisha Gramya Bank (OGB) on or before last date and time of submission of Bids. **Any delay due to postal and or courier will not be considered towards relaxation in submission of physical copies of required documents.**





## Section 2 - Introduction

### 2.1 About OGB:

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

Odisha Gramya Bank (OGB) with Head Office at Bhubaneswar is operating in 13 Districts of Odisha with 549 Branches, 1 Central Clearing Office (CCO) & 09 Regional Offices and Head Office.

### 2.2 Objective of this RFP:

Odisha Gramya Bank (hereinafter referred to as "Bank" or "OGB") has implemented HCL Lotus Domino mail messaging system in year 2017. At present approximate 700 mails ids has been assigned in the system and under maintenance of present System Integrator. Now the Bank invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") comprising of Technical bid and Commercial bid from experienced bidders having proven capabilities of AMC and Facility Management Services of Mail Messaging System for Selection of Service Provider (hereinafter referred to as "Vendor" or "Bidder") to have RATE CONTRACT for Support, maintenance and upgradation of complete Email Solution of OGB along with associated hardware (Servers, Storage, Security appliance etc.) and Software (OS, Security appliance license etc.).

The Bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. The vendor will be engaged for a period of **3 years** under rate contract to provide Support and Maintenance of complete Email Solution of OGB.

**Bidders with unsatisfactory past record need not apply.**

#### Please note:

1. 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.
  2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
    - a. An entity incorporated, established or registered in such a country; or
    - b. A subsidiary of an entity incorporated, established or registered in such a country; or
    - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - d. An entity whose *beneficial owner* is situated in such a country; or
    - e. An Indian (or other) agent of such an entity; or
    - f. A natural person who is a citizen of such a country; or
    - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
  4. The *beneficial owner* for the purpose of (iii) above will be as under:
    1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation—



- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
  - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

## 2.3 Overview of existing infrastructure

### 2.3.1 Data Centers:

The Data Centre (DC) is at Siruseri Chennai and Disaster Recovery Centre (DRC) is at Madhapur, Hyderabad. Bank has co-located rack space at both the Data Centers.

### 2.3.2 Branches and Offices:

Bank is having 549 branches, 9 Regional Offices, 1 Central Clearing House distributed across 13 districts of Odisha. The Head Office is located at Bhubaneswar.

### 2.3.3 Branch Connectivity

Most of the branches are connected through 256 Kbps RF link. However, some branches are connected over 256 Kbps VSAT link. It requires full compression for network optimization and lowest possible bandwidth requirement for proper user experience.

### 2.3.4 Email infrastructure

Bank has implemented HCL Lotus Domino mail messaging system in year 2017 with capacity provisioned for 3000 users. However, though at present approximate 700 mails ids has been assigned in the system, we are in process of creating approx. 1300 user IDs.

### 2.3.5 Hardware infrastructure

Hardware Description	Units	Location	Remarks
Dell Power Edge 630	2	DC Hyderabad	4 x 2 = 8 VMs
	1	DR Chennai	2 x 1 = 4 VMs
Dell PowerVault MD3820f	1	DC Hyderabad	
Dell PowerVault(TM) MD1220	1	DR Chennai	
Cyberroam Sophos ES1100	1	DC Hyderabad	
Email Security Appliance	1	DR Chennai	
Desktop System	1	Head Office	Admin System



## 2.4 Cost of the RFP

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

## 2.5 Due Diligence

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

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

## 2.6 Ownership of this RFP

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

## Section 3 – Scope of Work

The Bank reserves the right to enhance, modify, improve, and amend etc., the scope of work in order to give effect to / achieve the purpose of this RFP.

Broad overview of services will be as follows. However, the detailed services will be finalized in the SOW after consultation with the successful bidder.

### 1. Broad Scope of Work:

Bank intends to engage a vendor for Annual Maintenance Contract (AMC) and support services for the email solution deployed in Bank. The broad scope of work are as under:

- I. The Bidder will perform the administration and maintenance of the systems related to mail messaging system.
- II. The Bidder will provide proactive monitoring of the critical parameters of the servers
  - a. Mail Queue Length
  - b. Mail Services Status
  - c. Mail Server Disk Management
  - d. Webmail, ActiveSync/IMAP/HTMO and Mail Delivery service uptime
  - e. Backup / data archival and data restoration, whenever necessary.
- III. The Bidder will facilitate the incident and problem management which includes
  - a. Tracking and Co-ordination of all incidents / problems till resolution.
  - b. Trends on the incidents / problems
- IV. The Bidder will perform the user administration services for following activities
  - a. New ID Creation for Mails / Web Access
  - b. ID Transfer / Re-certification / Rename / Deletion Enabling Web access of mailbox
  - c. Configuration of the policy on the server as per the best practices and bank requirement.
  - d. Password Resets



- e. Mailbox Quota Management Administration of Notes/Domino Server Routine Maintenance of Notes Server Resolving problem at Server Level
  - f. Integration with Active Directory for
    - i. User credential sync and Single Sign On
    - ii. Setting User authorization levels
    - iii. Activating or Disabling Email User ID
    - iv. SameTime Chat Single Sign On
  - g. Preparation of SOPs and preparation of documentations for all activities done in Lotus Notes administration
  - h. Management of mailing groups/ distribution lists and management of generic mail ids, Capacity and Availability Management
  - i. Analysis of the Usage of the Mail over a period of time and recommendations to OGB to consolidate, restructure, divestiture, realign the setup so that the existing setup is used efficiently.
  - j. Analysis of the performance of the mail system over a period and recommendations for upgrade / migration to latest technologies.
  - k. Reporting on the usage of the mail system by the users and recommend necessary action.
  - l. SPAM/Malware/Virus/Adware protection.
  - m. Ensure delivery of OGB mails to Inbox of others (Must not be treated as SPAM/JUNK)
  - n. Reporting on the SPAM control effectiveness.
  - o. Restriction of any unauthorized use of our Mail Solution and not act as Relay for others.
  - p. Mail ID Management - Creation/Deletion/ Movement / Password Reset/ Re-certification /Name Change.
  - q. Mail-in-database creation / Restore / Mailing group creation / Temp or Permanent.
  - r. Mails quota increase / SMTP/POP3 enabling / Database access.
  - s. Backup and restoration of all mail servers
  - t. Installation and reconfiguration of Domino server in case of hardware failure or crash.
  - u. Scheduling, maintaining and coordinating with infra team for offsite backup tapes
  - v. Review of the e-mail ids on monthly basis
  - w. Review of groups on regular basis
- V. The Bidder will perform the administration of the servers which constitutes following task
- a. Monitoring existing Domino server
  - b. Automating server task
  - c. Enabling transaction & console logging
  - d. Decommissioning a server
  - e. Setting up Server Monitoring
  - f. Monitoring Server Performance
  - g. Perform Server maintenance and troubleshooting task
  - h. Evaluate current domain infrastructure for changes to facilitate maintenance
- VI. The Bidder will perform configuration and monitoring of mail routing which includes:
- a. Testing mail routing
  - b. Enabling message tracking
  - c. Monitoring mail delivery
  - d. Monitoring mail statistics
  - e. Testing mail connection
  - f. Restarting the Router
  - g. Forcing mail to Route
  - h. Managing dead and undelivered mail.



- i. Enabling SMTP Routing Configuring basic & advanced settings for SMTP Routing
  - j. Restricting mail flow to & from the internet
  - k. Troubleshooting Server related problems
  - l. Solving authentication and authorization issues
  - m. Troubleshooting replication problems
  - n. Troubleshooting connection problems
  - o. Solving agent manager issues
  - p. Recovering from a server crash
  - q. Implementing Performance tuning
  - r. Set up and configuration of the NOTES.ini settings on the Domino server
  - s. Compacting databases, fix corrupted files
- VII. The Bidder will perform the following server monitoring work:
- a. Identifying mechanisms for collecting server information
  - b. Starting the Statistic Collector task
  - c. Creating event generators
  - d. Creating event handlers
  - e. Choosing a notification method in an event handler
  - f. Creating probes
  - g. Enabling agent logging
  - h. Submit monthly performance report
- VIII. Bank has implemented Cyberroam ES1100 E-mail gateway. Bidder need to manage and monitor the email gateway. Bidder will take the AMC of the hardware from the OEM and factor accordingly.
- IX. Bidder can either propose AMC & licenses for existing Cyberroam Sophos ES1100 Email Security Appliance or can replace with new appliance of same or other OEM without any additional cost to Bank. Bidder should comply with the SLA in this RFP and factor accordingly. The new appliance must be purchased in the name of Odisha Gramya Bank (shall be property of Bank) with respective comprehensive warranty and support.
- X. Bidder will be responsible for administration and maintenance of Operating system of all mail servers (Red-hat Linux, Ubuntu Linux and Windows etc.). Bidder will be responsible for Installation & upgradation of OS and implementation of OS patch.
- XI. Bank conduct the audit of IT System on regular basis by Internal and External auditor. Bidder will be responsible for closer of identified issues in audit reports pertaining to mail servers in respect of OS and Domino.
- XII. The bidder will maintain security of complete Email solution
- a. Any suspicious email containing virus, malware, spyware, adware, ransomware etc. along with SPAM/Junk mails must be effectively restricted to reach Mailbox of end user.
  - b. Similarly any unauthorized bulk email must be restricted to be sent from our server to avoid any type of blacklisting of our public IP and Email domain.
  - c. Our mails should maintain security features e.g. DMARC, SPF, DKIM, TLS, SSL etc. and should be delivered directly to Inbox (not in Spam/Junk folder) of external domain users of major global tech domains e.g. Gmail, Yahoo mail, Outlook/Hotmail, Rediffmail etc.
  - d. Relay service for external domain/agency must be kept disabled.
  - e. Measures must be taken and maintained to restrict others impersonating OGB mail.
  - f. Users must be having option to add or remove any sender ID to/from Junk/SPAM for their ID.
- XIII. Bidder will be responsible for Installation & upgradation of Domino version during the contract period and implementation of domino patch.



- XIV. Bidder will take the back up of all mails, logs etc. and will ensure the availability of all the logs of email like header etc. of all the mails internal or external.
- XV. User access the mail through various Desktop/Android/iOS mail clients like Lotus Notes, Microsoft Outlook, Mail App for Windows, Mozilla Thunderbird, Gmail for Android, Outlook for Android etc. as well as Webmail. The Bidder will provide the support to mail users.
- XVI. As most of users use Webmail for access and branches having only 256 Kbps limited bandwidth for all systems for branch activity, Web mail must be optimized with necessary compression technologies for smoother and efficient UX (user experience)
- XVII. **Bank will provide all the required license for Lotus Domino only from OEM i.e. M/s HCL Technologies Ltd. and The bidder will renew the AMC/ATS for all hardware and other software from respective OEMs including Security Appliance.**
- XVIII. **The bidder will be responsible call logging with all OEM for any issue and resolution of the same. Therefore the bidder must be having partnership/franchise etc. as required for necessary support from OEM.**
- XIX. Bidder will have to deploy on-site personnel in office hours (9 AM to 6 PM) from Monday to Saturday and provide support beyond office hours in case of emergency.
- XX. Bidder has to configure and take backup of required Email Solution data for any recovery/restoration by coordinating with Infra Support team / Bank Team on monthly basis to offline storage i.e. Tape storage provided by Bank at DC and DR.

## 2. SUPPORT ENGINEER

Bidder should provide a dedicated resident support engineer under pay-roll of bidder at Head Office of Odisha Gramya Bank.

1. The engineer should be a graduate/Diploma in IT and should have minimum working experience of 5 years.
2. The engineer should have prior experience of at least 2 year in managing Lotus Domino Administration in any organization in India.
3. The engineer should have relevant certification in Lotus Domino Admin.
4. Should have good communication skill, email writing skill and experience in MS Excel.
5. The engineer should be engaged during the contract period for takeover, first level troubleshooting and support.
6. The engineer should provide all support and ticket related activity with respective OEMs.

## 3. SPOC (Single Point of Contact)

Successful Bidder should engage an Account Manager as single point of contact (SPOC) for all sales and support related activity. The SPOC should be resident within 1000 Kms from the Head Office of Odisha Gramya Bank. In case of escalation and as per requirement of Bank, the SPOC should be able to reach to Head Office of OGB for physical meetings.

## Section 4 - Eligibility Criteria

### 4.1 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.



Sl. No.	Eligibility Criteria	Supporting Documents
1	<p>The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.</p> <p>In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.</p>	<p>The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be uploaded along with technical bid. (Documentary proof should be attached).</p>
2	<p>The Bidder should have a minimum turnover of ₹ 1 Crores per annum in each of the last two financial years In India.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>	<p>Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above.</p>



Sl. No.	Eligibility Criteria	Supporting Documents
3	<p>The bidder should have positive net worth for at least one year out of past three financial years i.e. 2018-19, 2019-20 and 2020-21 or calendar years 2019, 2020, 2021 or the Bidder's financial years.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>	<p>The relevant documents including Balance Sheet/Profit and Loss Account/Certificate from Statutory Auditors certifying the financials are to be submitted as part of the proposal</p>
4	<p><b>ISO/TL Certificate:</b> The Bidder should have required level of ISO 9001 and ISO 27001 certification related to Email Services, Customer services and Security.</p>	<p>Bidder should upload a copy of relevant ISO certificate need to be produced along with the Technical bid</p>
5	<p>The bidders should be a service provider and should have a required partnership with OEMs (HCL, Dell, Sophos RHEL etc.)</p>	<p>Bidder should upload the scanned copy of OEM authorization letter or MAF or agreement.</p>
6	<p>The bidder should have supporting and maintaining e-mail solution with support service in India for the last 5 years in at least 2 organizations out of which 1 should be a PSU or a bank or a FI or a Govt Organization. The solution should be deployed/running successfully in an organization or company with at least 2000 Lotus Domino mailboxes.</p>	<p>The Bidder should upload the copy of referenced Purchase Order / Work Order (including Referee names and contact details) and performance certificate from existing customer(s) on letter head of customer or e-mail testimonial from existing customer(s).</p>
7	<p>Bidder cannot sub-contract the any of project activities to any other company or firm. Wherever specific skill set is required during the implementation and support period, the portion of the activity can be carried out through third party vendor within the obligation of Bidder.</p>	<p>Self-declaration in bidder's letterhead to be submitted with list of activities to be sub-contracted with vendor's name.</p>
8	<p>The bidder must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard.</p>	<p>Proof of compliance and labour license needs to be submitted along with the quotation</p>
9	<p>The bidder should not have been blacklisted or de-pannelled due to unsatisfactory service, by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company / RBI / IBA in India within last one year as on date of the RFP.</p>	<p>Bidder to upload the Self Declaration certificate as per format provided in "Annexure E - Declaration for Clean Track Record" of the RFP along with the technical bid. (Documentary proof should be attached).</p>





Sl. No.	Eligibility Criteria	Supporting Documents
10	Bidder should have either owned or subcontracted service / support infrastructure at Odisha, Chennai and Hyderabad and should be able to provide efficient and effective support.	Self- Declaration on Bidder's letter head
11	The bidder should submit a duly signed Integrity Pact in original	The Integrity Pact is to be executed in non-judicial stamp paper of worth ₹ 100/- in conformity to CVC format as per "Annexure K – Integrity Pact"
12	The bidder should bid directly. The bidder should not bid through third party or any other agency	Bidder should upload a self-declaration on bidder's letter head.
13	Managed Services and Remote NOC: I. The Bidder should provide remote as well as physical support for Hardware and Software deployed at DC, Hyderabad and DRC, Chennai as and when required. II. The support engineer should be qualified to handle such Hardware, network, OS related activities and should possess ISO/ITIL/TL compliant certification. III. The bidder should have direct access to OEM TAC. IV. The bidder should have professional support services from backbone equipment vendor /OEM.	Bidder should upload a brief document preferably approved by company's board.
14	Bidder should not have any instance of undue delay in payment of salaries to their engineers or staff in last 3 years. (This is to ensure less iteration within the bidder's company and to ensure long-term engagement of an engineer in Bank's project).	Bidder should upload a self-declaration on bidder's letter head.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria for the category bidder has selected, will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be uploaded as proof in support of the claims made.** BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

Any deliberate misrepresentation will entail rejection of the offer ab-initio.

**NOTE:**

1. Prime bidder / bidder must comply with all the above-mentioned criteria as specified above and more elaborately described in Annexure I (Contents and format of Technical Bid). Non-compliance of any of the criteria can entail rejection of the offer
2. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
3. In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
4. Branches mentioned are per Bank and not cumulative across Bank.
5. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - a. In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference



of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer'.

- b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
6. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.
7. The final solution mentioned above refers to the solution based on the scope given in this RFP.
8. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

#### 4.2 Integrity Pact

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

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

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

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

### Section 5 - Instruction to Bidders

#### A. The Bidding Document

##### 5.1 RFP

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

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

##### 5.2 Cost of Bidding

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

##### 5.3 Clarifications of Bidding Documents and Pre-bid Meeting

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

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

Sr. No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)



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

#### **5.4 Amendment of Bidding Documents**

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

### **B. Preparation of Bid**

#### **5.5 Bid Price**

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

#### **5.6 Bid Cost and Exemptions**

The Bidders can submit the bid response at e-procurement portal of OGB along with non-refundable amount of **₹ 11,800.00 (Rupees Eleven Thousand Eight Hundred only)** including GST in form of Demand Draft drawn in favor of "Odisha Gramya Bank" payable at Bhubaneswar

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

*Exemption of Bid Cost will be allowed to bidder registered under MSME / NSIC / Udyog Aadhaar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India. **Bidder should upload scanned copy of required valid certificate in Bank's e-Procurement portal and need not send any hardcopy.***

#### **5.7 Earnest Money Deposit (EMD) and Exemptions**

The Bidder is required to deposit **₹ 2,00,000/- (Rupees Two 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 B**.

No interest will be paid on the EMD.

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

*Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udyog Aadhaar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of*



registration certification from relevant authority of Govt. of India. **Bidder should upload scanned copy of required valid certificate in Bank's e-Procurement portal and need not send any hardcopy**

#### **5.8 Return of EMD**

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

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

#### **5.9 Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

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

#### **5.10 Period of Validity of Bids**

Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. OGB reserves the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

#### **5.11 Extension of Period of Validity**

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

#### **5.12 Format of Bid**

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

#### **5.13 Signing of Bid**

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

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

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

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

### **C. Submission of Bid**

#### **5.14 Bid Submission modes**

Bidder to follow following mode of submission of Bid.

1. Original copy of Demand Draft, Bank Guarantee towards EMD, Power of Attorney and Integrity Pact must be submitted in a closed envelopes with marked as **REQUEST FOR PROPOSAL (RFP) FOR**



**ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION** and should reach on or before Head Office of Odisha Gramya Bank either by post or by courier or in hand on or before last date and time of submission of bid. Bank will not receive any document received after due date and time and bid submitted by said bidder will considered as invalid. Address of delivery:

General Manager, IT Department, 2<sup>nd</sup> Floor, Head Office of Odisha Gramya Bank, Gandamunda, Khandagiri, Bhubaneswar, Odisha – 751030.

2. Signed and scanned copy of all documents must be submitted as part of technical bid in e-procurement portal along with scanned copy of Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney, on or before last date of submission of bid. Hardcopies of technical bid documents should not be sent to Head Office except for Demand Draft towards Bid Cost, Bank Guarantee towards EMD, Integrity Pact and Power of Attorney.
3. Commercial bids must be submitted as part of commercial bid in e-procurement portal only. No hardcopy of the same should be sent to Head Office. Scanned copy of commercial bid must not be uploaded in technical bid.

#### 5.15 Bid contents

##### Technical Bid

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

1. Demand Draft towards Bid Cost.
2. Bid Earnest Money in the form of Bank Guarantee of amount as per format given in “Annexure B - Bid Security (Bank Guarantee)”.
3. Filled and signed copy of “Annexure A – Covering Letter for EMD”
4. Filled and signed copy of “Annexure C - Bid Offer form (without price)”
5. Filled and signed copy of “Annexure D - Bidder Information”
6. Filled and signed copy of Declaration of “Annexure E - Clean Track Record”
7. Filled and signed copy of “Annexure F - Declaration of Acceptance of RFP Terms and Conditions”
8. Filled and signed copy of “Annexure G - Declaration of Acceptance of Scope of Work”
9. Scanned copy of “Power of Attorney” as per “Annexure H”.
10. Scanned copy of OEM/Manufacturer Authorization Letter as per “Annexure J” on OEM’s letter head.
11. Scanned copy of Integrity Pact as per “Annexure K”
12. Filled and signed copy of “Annexure L - Escalation Matrix”
13. Filled and signed copy of “Annexure M - Track Record for Past Experience”
14. Three years audited Balance Sheet and Profit and Loss Statements.
15. All necessary supporting documents
16. Filled and signed copy of “Annexure N – Commercial Bid Form”.

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

1. Demand Draft towards Bid Cost.
2. Bid Earnest Money in the form of Bank Guarantee of amount as per format given in “Annexure B - Bid Security (Bank Guarantee)”.
3. Power of Attorney as per Annexure H.
4. Integrity Pact as per Annexure K.

##### Commercial Bid

1. Commercial Bid – Annexure R (to be uploaded only)

#### 5.16 Bid Submission



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

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

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

#### **5.17 Bid Currency**

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

#### **5.18 Bid Language**

The bid shall be in English Language.

#### **5.19 Rejection of Bid**

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

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

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

#### **5.20 Deadline for Submission**

The last date of submission of bids is given in Section 1. However the last date of submission may be amended by OGB and shall be notified through its website.

#### **5.21 Extension of Deadline for submission of Bid**

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

#### **5.22 Late Bid**

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

#### **5.23 Modifications and Withdrawal of Bids**

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

#### **5.24 Right to Reject, Accept/Cancel the bid**

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

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

#### **5.25 RFP Abandonment**



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

#### **5.26 Bid Evaluation Process**

The Bid Evaluation will be carried out in 2 stages:

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

**Stage 2 – “Commercial bid”** of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor for this contract. The Commercial bid submitted will be evaluated for the bidders qualify the eligibility and technical criteria.

#### **5.27 Contacting OGB**

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

### **Section 6 - Bid Opening**

#### **6.1 Opening of Bids**

Bids will be opened in 2 stages:

Stage 1 – “Technical bids” In the first stage the ‘Eligibility and Technical’ Bids will be opened.

Stage 2 – “Commercial bids” will be opened for technically qualified bidders for L1 price and selection of successful bidder for award of contract.

#### **6.2 Opening of Eligibility and Technical Bids**

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

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

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

#### **6.3 Opening of Commercial Bids**

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

### **Section 7 - Bid Evaluation**

#### **7.1 Preliminary Examination of Eligibility Bids**

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

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



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

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

## **7.2 Evaluation of Technical Bids**

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

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

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

## **7.3 Evaluation of Commercial Bids:**

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

## **7.4 Successful Evaluated bidder:**

The bidders with lowest cumulative commercial bid quoted under "Total Cost of Ownership (TCO)" as per "Annexure O – Commercial Bid" in e-Procurement portal, identified will be declared as the successful bidder.

If the price quoted by L1 Bidder in any "Section" of "Annexure O – Commercial Bid" found to be more than 10% of other bidders, then Bank reserve its rights to further negotiate with L1 bidder for respective "Section". The outcome of negotiation will be mutually agreed between L1 bidder and Bank to arrive at final TCO.

## **7.5 Declaration of Results:**

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

## **Section 8 - Terms and Conditions**

### **8.1 Definitions**

In the Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- a) "The Contract/Agreement" means the agreement to be entered into between the Bank and the Bidder as recorded in the Contract Form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and implementation of software and provide / carry out the Service(s) of Vendor, as indicated / spelt out in





Scope of Work to be performed in compliance with the service level requirements and standard of performance

- b) "OGB" or "The Purchaser" means the Odisha Gramya Bank including its successors and assigns.
- c) "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by the Bank and shall include its authorized representatives and successors.
- d) "The Contract Price" means the price / compensation payable to the Vendor / Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- e) "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor / Bidder is required to provide and/or procure for the Purchaser / OGB under and in accordance with the Contract.
- f) "System" means Core Banking System – Finacle.
- g) "Acceptance of Bid" means the letter / fax or any memorandum communicating to the Bidder the acceptance of his Bid
- h) "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- i) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process / flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
- j) "Commissioning" means the successful installation and acceptance of the service, including supply, configuration, installation, successful testing of all hardware and connectivity is executed to the satisfaction of the Purchaser.
- k) "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.
- l) "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- m) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or



interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

- n) "Parties" means the Purchaser / OGB and the Bidder / Vendor and "Party" means either of the Parties.
- o) "Site" means the place in which the operations / Service(s) are to be carried out or places approved by the Purchaser for the purposes of the

## 8.2 Interpretation

In this Contract unless a contrary intention is evident:

- a) The clause headings are for convenient reference(s) only and do not form part of this Contract;
- b) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d) A word in the singular includes plural and a word in the plural includes singular;
- e) A word importing a gender includes any other gender;
- f) A reference to a person includes a partnership and a body corporate;
- g) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- i) Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of OGB.
- j) The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

## 8.3 Notification of Award / Purchase Order

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

Bank reserve its rights to place partial order to selected bidder after exclusion of particular "Section(s)", if the respective "Section" founds to be not reasonable as per market standard.

Once the selected Bidder accepts the Notification of Award the selected Bidder shall furnish the Performance Bank Guarantee to OGB, NDA and SLA within stipulated time period.

## 8.4 Term of the Order

The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of **3 years** from date of release of work order.

All Services of purchase order shall have the termination date of **3 years** from date of completion of takeover of complete email solution from current service provider.

## 8.5 Acceptance Procedure

- Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- Bidder should prepare and submit agreed Scope of Work (SOW) document within **15 days** of award of contract. The SOW should be agreed and signed between Bank and Selected Bidder.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.



- Upon the successful Bidder accepting the Purchase Order and signing the contract, and NDA, OGB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### 8.6 Performance Bank Guarantee

The vendor shall, within 30 days of receipt of Purchase Order, submit a Performance Guarantee in the form of Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for **3 years**, with a claim period of **12 (Twelve)** months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder. Format for Performance Bank Guarantee provided in “Annexure B”.

On release of 2<sup>nd</sup> phase purchase order, the vendor shall either submit a new Bank Guarantee or should issue an amendment to the Bank Guarantee submitted for 1<sup>st</sup> phase purchase order.

### 8.7 Taxes and Duties

All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of payments. Prices shall be exclusive of all taxes, duties. The bidder should meet the requirements of Goods & Services Tax (GST) of India.

### 8.8 Takeover schedule (SLA for Takeover of Email Solution)

All the delivery time will be calculated from the date of release of work order.

#### 1. Takeover of Email Solution

Selected Bidder has to depute resources and complete the takeover charge from the current Service Provider as per **Section 3, Clause 1** - “Scope of work” within 2 weeks of release of purchase order.

Any delay in completion of takeover will attract 2% of the Total Annual Charges per week and Bank reserves right to cancel the order.

### 8.9 Email Availability (SLA for Email Uptime):

Vendor will be liable to be penalized in case of downtime at following terms if the uptime is below 99%:

- a. More than 0.1 % to 0.2% downtime per month 1 % of the order value.
- b. More than 0.2 % to 0.3% downtime per month 2 % of the order value.
- c. More than 0.3 % to 0.4% downtime per month 3 % of the order value. And so on....
- d. If the uptime is recorded below 98 % then 10% of the invoice value payable after each quarter shall be deducted.

Hardware or Software failure at DR, Hyderabad or DC, Chennai:

A downtime of 3 Hours (1.5 hours for attendance and 1.5 hours for restoration of service) will be provided to the successful bidder. After 4 hours of grace period, the penalty for down time will be applicable.

All mail services including web mail have uptime as per the above per month and excluding the scheduled preventive maintenance, the down time due to bank’s decision and also the down time should be restricted to 1 hours in a single event during the working hours of the bank’s locations.

Successful bidder has to make necessary arrangement in their uptime report for MTTR calculation with in Service Window.

Whenever the mail downtime happens after the closing of the branch/any of the locations where round the clock connectivity is not required, the bidder in consultation with the branch/ITD- Administrative office may plan and work for the resolution of the issue either on the same day or before next working day’s business



hours depending on the location and the reason for issue. Such overnight downtime will not be counted for penalty upon written approval from Bank.

The Email Service (Email delivery, Webmail, IMAP, HTMO, Active Sync etc.) uptime shall be computed as under:

$$\text{Uptime (\%)} = \frac{\text{Sum of TH during the month} - \text{Sum of DH during the month}}{\text{Sum of TH during the month}} \times 100$$

Note:

1. Uptime (%) shall be calculated after providing cushion for permissible MTTR as described above.
2. TH = Total Hours
3. DH = Downtime Hours

The bidder has to furnish details as to how they plan to guarantee the stipulated uptime.

MTTR will be allowed only for maximum two downtime events in a month. More than two MTTR will attract penalty.

As business critical services will be having dependency on Bank's Email Service, any extended downtime as mentioned below will severely affect Bank's business causing substantial financial and reputation loss. Therefore, to avoid such losses, the successful bidder should take adequate steps to deliver the desired uptime.

The bank will have periodical review of the availability/performance of links. If the links are down continuously for a longer time or non-fulfilment of various parameters in functioning of links, the bank may terminate the contract fully or partly, if required.

**8.10 SLA for security:**

Selected bidder has to take care of total security aspect of complete Email solution for protection from any (external/internal) cyber threats. Any financial or business loss due negligence of the selected bidder may be recovered from the bidder by liquidating PBG and the bidder may be blacklisted for the same.

**8.11 Penalty Clauses:**

The successful Bidder has to comply with all below mentioned requirements as well, to ensure adherence to project timelines, quality and availability of Service(s). Penalties shall not be levied on the successful Bidder, in case noncompliance to the said requirements only if the same has been solely due to reasons beyond the control of the Vendor.

Severity Level	Criteria	Indicative List of Issues
Severity 1	The identified issue has material business impact and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most critical services to OGB	<ul style="list-style-type: none"> <li>• Issues pertaining to core Lotus Domino application which make the application inaccessible.</li> <li>• &gt;50% of users are affected.</li> </ul>
Severity 2	The identified issue has significant business impact and needs to be taken up on top priority.	<ul style="list-style-type: none"> <li>• Lotus Domino Mailing System not functioning properly.</li> <li>• A temporary workaround is available.</li> </ul>



Severity Level	Criteria	Indicative List of Issues
	This level would typically correspond to issues that result into disruption of one or more critical services to OGB.	<ul style="list-style-type: none"> <li>Impaired operations of some components, but allows the user to continue using the application.</li> </ul>
Severity 3	The identified issue has normal impact on the business and needs to be addressed at the earliest.	User requests like password reset, signature updates, etc. for Lotus Domino. Licensing issues, software issues which are not business critical. Includes "how to" questions and issues impacting individual users
	This level would typically correspond to issues which result into disruption of one or more services to one or more USERS.	
Severity 4	The identified issues have almost no impact in terms of business.	<ul style="list-style-type: none"> <li>Additional customization requirements.</li> <li>major change and migration notifications</li> <li>Mobile configuration help</li> </ul>
	However, issue needs the attention of the Bidder/System Integrator and shall be fixed on lesser priority	

Severity Level	Reporting Time	Resolution Time (MTTR)	Penalty for beyond stipulated MTTR
Severity 1	Business hours	2 hours	₹ 3000/- per hour of delay
	Non-business hours	Within 2 hours next business day	₹ 2000/- per hour of delay
Severity 2	Business hours	2 hours	₹ 2500/- per hour of delay
	Non-business hours	Within 2 hours next business day	₹ 2000/- per hour of delay
Severity 3	Business hours	2 hours	₹ 1000/- per hour of delay
	Non-business hours	Within 2 hours next business day	₹ 500/- per hour of delay

### 8.12 Product Upgrades

At any time during term of the purchase order / performance of the RFP/Contract, should technological advances be introduced by the OEM/ Bidder for information technologies originally offered by the bidder in its bid and still to be delivered, the bidder shall be obliged to offer to OGB the latest version of the available technologies having equal or better performance or functionality without any extra charges.

During performance of the RFP/Contract, the Bidder shall offer to OGB all new versions, releases and updates of software, Firmware as well as related technical support within 45 days of their availability from the OEM free of cost, where ever applicable. Bidder need to have back to back subscription agreement with OEM to get updates on software, firmware or version update for OS and Tools.

All OS should be provided with software assurance (SA).

### 8.13 Payment Terms:

Payment will be released only after submission of Service Level Agreement (SLA) and Performance Guarantee as per **Clause 8.9, 8.10 and 8.11** in this RFP. Payments will be released after submission of correct invoice as per bank's requirement along with required documents. However, payment procedure will be followed as below:



Bank will release payment towards all line items of the PO under following categories only. If any of the line item of the proposal is not falling under following category, than that should be factor with the recurring cost and bank will consider such item as non-billable item, if demanded by bidder.

**1. ATS/AMC for Hardware / Software OEM**

The payment against Hardware / equipment / Pole Rental will be released as annually in advance if and only if, Service provider submits Performance Guarantee as per Clause 8.6 after deduction of penalties as defined in Clause 8.9, 8.10 and 8.11.

The date of takeover of the email solution will be the acceptance date of work order by bank's IT Department over e-mail.

Penalties for delayed takeover of email solution if any, shall be calculated as defined in Clause 8.9, 8.10 and 8.11 of the RFP and will be deducted from the AMC for resource.

At the time of takeover of email solution, the service provider has to arrange for Commissioning report containing the full details of the Email Solution taken which will be prepared /signed by the provider and validated by Bank.

**2. Support staff**

The payment against dedicated Support staff at head office shall be billed on quarterly basis and payment for the same will be released as quarterly arrear.

Payment against non-service periods of any engineer or gap between exit of existing engineer and joining of new engineer of same skill, will be considered as non-billable period for respective service. The same period will be deducted along with applicable penalty from invoice submitted.

Reported leave of a resource / engineer for maximum of 3 days in a quarter will be considered as billable period. Bidder to do alternate onsite resource arrangement for any absence of more than 3 days for a billable resource or engineer.

Service Provider should submit down call, SLA reports and other performance reports as required by Bank towards performance and incidents occurred during the previous quarter along with the invoice.

Penalties for downtime, if any, shall be calculated for every month and recovered from payments to be made at the end of that quarter as defined in **Clause 8.9, 8.10 and 8.11** of the RFP.

**8.14 Warrantee and AMC:**

All Hardware supplied should have **3 years** of on-site warrantee or AMC between OEM and the service provider from date of delivery of the same. The maintenance under warrantee and AMC should be done with agreed downtime and should be done with in SLA. The Warrantee and AMC should cover (without any additional charges):

- 1) Periodic preventive maintenance
- 2) Replacement of damaged modules with genuine OEM spare.
- 3) Update and upgrade within scope of this RFP.

**8.15 Confidentiality**



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

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

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

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

The terms of this clause shall continue in full force and effect as perpetual from the date of disclosure of such Confidential Information.

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

#### **8.16 Amendments to the Agreement**

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

Unless it is specifically mentioned in purchase order, in case of any dispute, the requirements stated in the RFP will be taken as the final requirement.

#### **8.17 Indemnity**

The bidder shall indemnify, protect and save OGB and hold OGB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

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

#### **8.18 Bidder's Liability**

The selected Bidder will be liable for all the deliverables.

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



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

In no event shall either party be liable for any indirect, incidental or consequential damages or lost profits or lost revenue, howsoever such liability may arise.

Losses means any claims.

#### **8.19 Obligations of the Bidder**

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

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

#### **8.20 Exit option and contract re-negotiation**

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.
- b) OGB reserves its right to cancel the contract in the event of Amalgamation / Merger of Bank with other entity of bank leading to change of service integrator or service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment for undelivered portion of services due to termination of contract.
- c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
- d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery vendor(s), OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- e) The reverse transition services to be provided by the Bidder shall include the following:
  1. The Bidder shall suitably and adequately train OGB or its designated team or new service provider for fully and effectively changeover of bank's CBS and allied services.
  2. Bidder shall provide adequate documentation thereof.
  3. The Bidder shall jointly manage the Links with OGB or designated team for a reasonable period of time
- f) **Knowledge Transfer:** The Bidder shall provide such necessary information, documentation to OGB or its assignee, for the effective management and maintenance of the Deliverables under this RFP/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this RFP/Agreement.





**g) Warranties:**

1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of OGB. The bidder shall execute any and all such documents as may be necessary in this regard.
  2. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
  3. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- h) The rates for availing services during reverse transition period would be the same as payable during the RFP/contract period for the respective services, during which the existing Bidder would transfer all knowledge, know-how and other things necessary for OGB or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- i) OGB shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- j) OGB and the bidder shall together prepare the Reverse Transition Plan. However, OGB shall have the sole decision to ascertain whether such Plan has been complied with.
- k) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/contract it would extend all necessary support to OGB or its selected vendors as would be required

**8.21 Extension of RFP/Contract**

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP/Contract, to the satisfaction of and as decided by OGB up to a contract period reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6 months period on the same rates and terms & conditions of the RFP/Contract.

OGB at its sole discretion may extend the contract up to a period of three (3) years from the date of completion of initial contract period with mutually agreed terms between the service provider(s) and bank.

**8.22 Order Cancellation**

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

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

In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 10% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by



OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder.

### 8.23 Termination of Contract

**For Amalgamation / Merger of bank:** Bank with written notice of 3 months to Bidder, may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. *OGB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI.*

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

**For Non-Performance:** OGB reserves its right to terminate the contract in the event of Bidder's repeated failures (more than 3 occasions in a calendar year in maintaining the service level as defined in the Contract).

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

### 8.24 Effect of Termination

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

### 8.25 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the



RFP/contract, except with the Bank's written consent

- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP
- Bank at its sole discretion may terminate the contract with written notice of 3 months in advance in the event of Merger or Amalgamation of Bank of any such order to this effect issued by Govt. of India.

### **8.26 Force Majeure**

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

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

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

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

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

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

### **8.27 Corrupt and Fraudulent Practices**

- 1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-



- competitive levels and to deprive the Bank of the benefits of free and open competition.
- 4 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - 5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - 6 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
  - 7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
  - 8 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

#### **8.28 Resolution of Disputes**

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

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

#### **8.29 Compliance with Applicable Laws of India**

The Bidder confirms to OGB that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify OGB about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect OGB and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under



any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of this RFP, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OGB and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OGB will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **8.30 Legal Compliances:**

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

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

**Both Bidder and OEM must comply to the Office Memorandum issued by Department of Expenditure under Ministry of Finance with F.No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020. Bidder and OEM(s) registered under Rule 144(xi) of the General Financial Rules (GFRs) should share the registration document upon demand by Technical Committee of Bank.**

### **8.31 Intellectual Property Rights:**

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

All copyrights and other intellectual property rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the "Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights

Neither party will gain by virtue of this Contract any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

### **8.32 Applicable Law and Jurisdiction**

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

### **8.33 No Damage of OGB Property**



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

#### **8.34 Fraudulent and Corrupt Practice**

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

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

OGB will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

#### **8.35 Master Service Agreement and Invoice Raising Mechanism**

Bidder needs to sign an agreement with OGB. Bidder needs to note that all invoices raised on Bank needs to be spilt as per **Clause 8.13**. However, for all coordination related to release of payments, penalty calculations and for any other clarification Bidder needs to liaise with OGB Head Office.

#### **8.36 Governing Language**

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

#### **8.37 Wage Payment to Resources**

The successful bidder shall liable to pay, the monthly wages to his deployed support staff or engineers in accordance to applicable minimum wages Act. The monthly wages should be credited to the staffs or engineers account within 10 days of following month. If a bidder has not complied with the clause in last 3 years, than Bank may disqualify the bidder in technical bid. (A declaration should be submitted along with the technical bid)

#### **8.38 Addresses for Notices**

Following shall be address of OGB for notice purpose:

The General Manager,  
Information Technology Department,  
Head Office, Odisha Gramya Bank,  
Gandamunda, Khandagiri,  
Bhubaneswar,  
Odisha – 751030

#### **8.39 Merger and Amalgamation**

In the event of any merger or amalgamation:

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



Section 9 – Documents & Forms for Technical Bid

**Annexure A – Covering Letter for EMD**

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

**Subject: RFP No. OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022 REQUEST FOR PROPOSAL (RFP)  
FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION.**

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

Thanking you,  
Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

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



**Annexure B - Bid Security (Bank Guarantee)**

\_\_\_\_\_  
[Name of the Bank, and Address of Issuing Branch or Office]

**Odisha Gramya Bank:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid. Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

\_\_\_\_\_  
**[Signature]**

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

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

**{Signature of the Authorized representatives of the Bank}**





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

Date:

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

Dear Sir,

**Subject: RFP No. OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022 REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION.**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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



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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address



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

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

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



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

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

Sir,  
I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022 REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



**Annexure F - Declaration for Acceptance of RFP Terms and Conditions**

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022 REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



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

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

Sir,  
I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022 REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

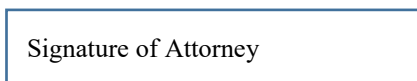
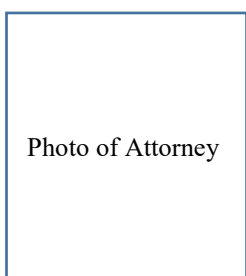
(Signature of the Bidder)  
Printed Name  
Designation  
Seal  
Date:  
Business Address:



**Annexure H - Format Power of Attorney**

(On Stamp paper of 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. OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022 REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION** in response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

For \_\_\_\_\_.

**Accepted**

**(Signature)**

(Name Designation)

Date:

Business Address:



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

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

Date:

To:

WHEREAS

We \_\_\_\_\_, are official manufacturers/OEM vendors of \_\_\_\_\_.

We \_\_\_\_\_ do hereby authorize M/S \_\_\_\_\_ to submit a bid the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract.

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

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_





(On Stamp Paper of ₹ 100.00)

**Annexure K - Integrity Pact**

**Preamble**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the \_\_\_\_\_ day of \_\_\_\_\_ (month) 2021, 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 disfavour 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 up to the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or up to 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 L- Escalation Matrix**

**OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022 REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION**

Ref: Your REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION

Name of the Company:

**Delivery Related Issues:**

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

**Service Related Issues:**

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





**Annexure M - Track Record for Past Experience**

**OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022**

**REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION**

Name of the Bidder \_\_\_\_\_

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

(Enclose necessary documentary proof)

Date:



**Annexure N – Commercial Bid Form**

(To be included in Commercial Bid Envelope)

To  
The General Manager,  
Head Office of  
Odisha Gramya Bank,  
Gandamunda, Khandagiri,  
Bhubaneswar - 751030

Dear Sirs,

**Re: OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022 REQUEST FOR PROPOSAL (RFP) FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF EMAIL SOLUTION**

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required infrastructure, Solution and all services as contained in the RFP cited above, in conformity with the said Bidding documents for the sum of Rs.....(Rupees) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide \_\_\_\_\_ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by OGB up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2021

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



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

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

Ref: OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022

**Table#1:**

Sl. No	Details	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> year	Total Cost
1	ATS for Hardware Components (Servers, Storage, Appliance etc.)				
2	Software License/Support (OS, Security etc.) *				
3	AMC and Support Staff				
4	<b>Total of Sl. Nos 1 &amp; 3</b>	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>A+B+C = (D)</b>

\* HCL Domino Licenses are to be excluded (As OGB has MLA with HCL, the licenses are purchased directly).

All prices are in INR and excluding applicable Government Taxes.

The price quoted in serial number 1 and 3 over 3 years must be distributed so that the difference between each consecutive years should not be more than 10% than previous year price.

The price mentioned in (D) will be considered as TCO for selection of L1 Bidder if and only if the price quoted in all line items are valid and numerical. In case of invalid value or quote in any field of Table# 1, the bid will be treated as invalid and may be rejected. In such case, Bank at its sole discretion may consider L2 bid for awarding contract.

We certify that price quoted are all-inclusive (excluding applicable Government Tax component) as per clauses mentioned in the RFP No. **OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022**. We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No **OGB/RFP/ITD/EMAIL/014/2021-22 dated 24th February 2022**.

Authorised Signatory:

Name and Designation:

Office Seal:



**Section 11 – Documents to be executed by selected bidder**

**Annexure P - Performance Bank Guarantee  
(BANK GUARANTEE)**

Date

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

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

This bank guarantee is valid up to -----.

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

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

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

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



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



### Annexure Q - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 201 ("Effective Date") between **Odisha Gramya Bank**, a body corporate constituted under Regional Rural Bank Act- 1976, having its Administrative Office at **Gandamunda, Khandagiri, Bhubaneswar – 751030**, hereinafter called the (Hereinafter referred to as "**OGB**", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

#### AND

\_\_\_\_\_, a company registered in \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (Hereinafter referred to as "-----", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns). The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

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

#### **NOW THEREFORE**

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

#### **Article 1: Purpose**

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

#### **(STATE THE PURPOSE)**

#### **Article 2: DEFINITION**

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

#### **Article 3: NO LICENSES**

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

#### **Article 4: DISCLOSURE**

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both



parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

#### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

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

#### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

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

#### **Article 7: INJUNCTIVE RELIEF**

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

#### **Article 8: NON-WAIVER**

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

#### **Article 9: DISPUTE RESOLUTION**

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

#### **Article 10: GOVERNING LAW AND JURISDICTION**



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

**Article 11: NON-ASSIGNMENT**

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

**Article 12: TERM**

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

**Article 13: INTELLECTUAL PROPERTY RIGHTS**

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

**Article 14: GENERAL**

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

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

ODISHA GRAMYA BANK	TYPE COMPANY NAME
By:	By:
Name:	Name:
Designation:	Designation:
Witness 1:	Witness 1:
Witness 2:	Witness 2:





**Annexure R – Undertaking compliance of minimum wages**

**The General Manager,  
Information Technology Department,  
Odisha Gramya Bank, Head Office,  
Gandamunda, Khandagiri  
Bhubaneswar – 751030**

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

We refer to your purchase order no. \_\_\_\_\_ Dated \_\_\_\_\_ / Service Level Agreement awarding contract for RFP no \_\_\_\_\_ dated \_\_\_\_\_.

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 and complied in last 3 years. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance 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 Name and Designation Office Seal**

**Place:**

**Date:**