



ODISHA GRAMYA BANK
Information Technology Department
Head Office, Gandamunda, P.O. Khandagiri, Bhubaneswar-30

RFP Ref No. OGB/RFP/ITD/005/2020-21 dated 10th August 2020
REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF ASP FOR DAILY DEPOSIT SCHEME

Disclaimer

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

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

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

Checklist

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

1. Demand Draft / Pay Order Rs.5,000.00 (Rupees Five Thousand Only) towards cost of Bid document in Envelope –‘A’
2. Bank Guarantee of INR 5,00,000/-(Rupee Five Lakhs only) towards Bid Security in Envelope –‘A’ Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope ‘A’- Eligibility Criteria Response.
5. Envelope ‘B’- Technical Bid.
6. Envelope ‘C’- Commercial Bid.
7. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
8. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope – ‘A’, ‘B’, ‘C’.
9. Prices are quoted in Indian Rupees (INR).
10. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.

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

| | |
|-----|---------------------------------|
| OGB | Odisha Gramya Bank |
| DDA | Daily Deposit Agent |
| DDS | Daily Deposit Scheme |
| BG | Bank Guarantee |
| DD | Daily Deposit |
| EMD | Earnest Money Deposit |
| IPR | Intellectual Property Rights |
| OEM | Original Equipment Manufacturer |
| RFP | Request for Proposal |
| PBG | Performance Bank Guarantee |
| SLA | Service Level Agreement |
| HHT | Hand Held Terminals |
| TCO | Total cost of ownership |

Section 1 - Bid Schedule and Address

| S.No | Description of Information/ Requirement | Information / Requirement |
|------|--|---|
| 1. | Tender Reference Number | OGB/RFP/ITD/005/2020-21 |
| 2. | Date of Issue of RFP | 10th August 2020 |
| 3. | Last date for receipt of queries, if any. | 24 th August 2020 |
| 4. | Pre Bid Meeting | 25 th August 2020 11:30 AM |
| 5. | Bid Submission Mode. | Through manual Tendering process |
| 6. | Last Date and Time for submission of bids along with supporting documents and Demand Draft for EMD | 11 th September 2020 on or before 17:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person). |
| 7. | Date, time and venue for opening the technical bid. | 12 th September 2020 at 11.30 AM at the Bank's Information Technology Department, Head Office, Bhubaneswar. |
| 8 | POC (Proof of concept) | 14.09.2020 to 19.09.2020 |
| 9. | Date, time and venue for opening the commercial bid | Will be intimated by Bank |
| 10. | Name of contact officials for DD submission as stated in serial No.6 and for any enquiries. | B K Patra – General Manager IT S. K. Basa – Sr. Manager IT A. K. Sarangi – Sr. Manager-IT |
| 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. S K Basa – Sr. Manager IT - 0674-2353045 Mr. A. K. Sarangi – Sr. Manager-IT - 0674-2353025 |
| 13. | Contact e-mail ID | itd@odishabank.in HOD-IT@odishabank.in gm.itd@odishabank.in |

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

Section 2 - Introduction

2.1 About OGB:

1. 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. The Bank's CBS platform is Finacle 7.0.18.
2. The Bank' Data Center (DC) is located in Chennai and Disaster Recovery Center (DRC) at Hyderabad. The DC and DRC are connected to the Branches, Regional Offices and Head Office through Wide Area Network.

Section 3 – Objective of this RFP:

Odisha Gramya Bank invites and welcomes proposals for their **Daily Deposit Scheme** project. All proposals submitted for consideration must be received by the time as specified above under the "Last Date for Bid Submission."

PROJECT AND LOCATION

The bid proposal is being requested for implementation of OGB Daily Deposit Scheme on hosted model.

PROJECT OBJECTIVE

The objective and ultimate goal for this project is to provide Hand Held Device, develop interface for the same and integrate OGB Daily Deposit Scheme with Bank's Finacle CBS application online including switching, successful testing and deployment.

PROJECT SCOPE AND REQUIREMENT

Comprehensive list of features to be provided by the Service Provider to the Bank

The broad scope of the project would be as under:

1. **Provide Hand Held Terminals to be used by Daily Deposit Agents.**
2. **Provide application for OGB Daily Deposit Scheme on hosted model.**
3. **Develop interface and integrate the service online with Bank's CBS application Finacle version 7x.**
4. **Support Service and AMC for HHTs (Hand Held Terminals).**

Odisha Gramya Bank runs on CBS platform, Finacle 7.0.18. Bank has a Daily Deposit Scheme and is in operation through 600 Daily Deposit Agents. The service is required / sized for transaction from 267 terminals with growth at the rate 20 % per annum. The total number of terminals may go up to 600 within the contract period of 5 years with 3 years warranty period and rest 2 years on AMC. Bank may extend the contact period with AMC as per requirement of Bank.

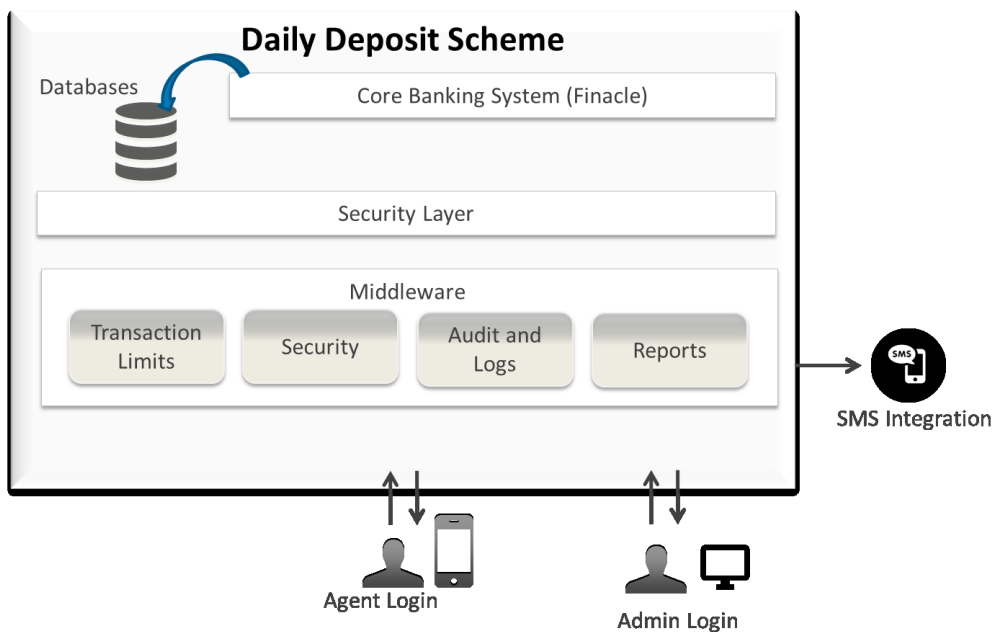
The salient features of OGB Daily Deposit Scheme are broadly as follows.

Daily Deposit Operation and Accounting

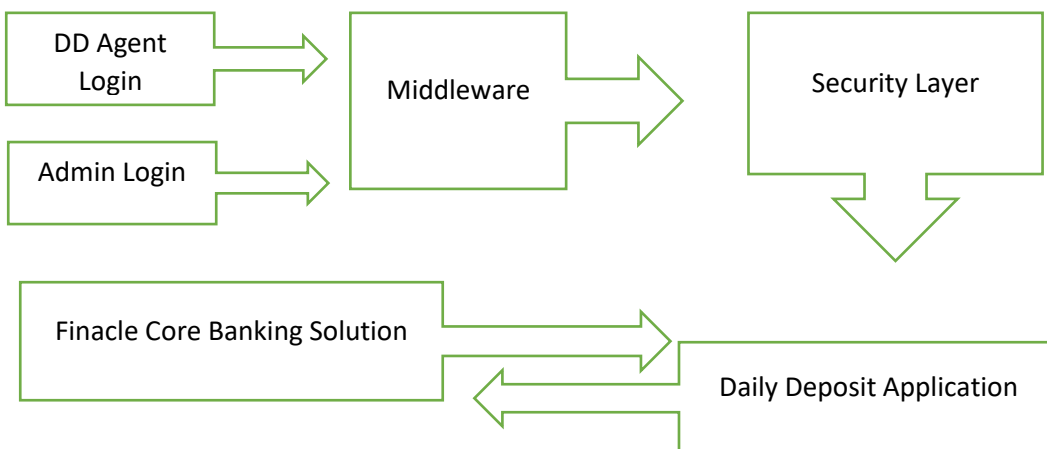
1. The DDA operates in a specific area attached to a branch. The agent collects deposits from the daily depositors on daily basis.
2. The DD accounts shall have maturity period of 12 or 24 months. Bank shall have two different scheme codes for 12 and 24 months maturity period.
3. The depositor is to open Daily Deposit Accounts with branch linked with the collecting agent in CBS.
4. The DDA can neither open nor close any account under DD Scheme on his own through HHT. Both open and closure of accounts can be done at branch level only. However, all accounts opened at CBS under his area of collection shall be linked with DDA's ID.
5. Each DDA will have a Current Account at his operating branch for accounting of daily deposits collected by him/her.
6. The limit of the Current Account will be fixed by Head Office.
7. Bank will provide the details of DD Account holder e.g., Agent ID, DD Account no., Name, Scheme Code, Deposit instalment on daily basis to the successful bidder and the same will be maintained at their level for validation purpose.

8. All transactions / collection shall be online and shall be reflected in CBS in real time. The accounting flow for each deposit entry shall be as under:
 - a) Credit Customer's A/C
 - b) Debit DDA's Current A/C
9. The DDA can collect the deposit equal to or maximum 4 times of the instalment of the daily depositor on any single day.
10. The credit shall be on line and deposit receipt shall be printed through Hand Held Terminals only after successful completion of transaction in CBS.
11. The bidder has to provide report on calculation of commission of DDA as per Bank prevailing rules & guidelines.
12. Paper Roll used in device should be common and should be available at locations of DDA.

Transaction Flow
TECHNICAL ARCHITECTURE



The messages will be exchanged with Bank's Core Banking Solution through ISO 8583 format. The message flow shall be as under.



Section 4 – Hand Held Terminals

1. The successful bidder shall have to provide PCI certified Hand Held Terminals duly certified and secured for use in financial transaction.
2. The devices shall be owned by Bank. The bidder shall provide AMC and application support for the devices for the entire contract period of 5 years.
3. The successful bidder will ensure adequate security and data encryption for terminals.

To shortlist Bidders for comprehensive Technical & Commercial evaluations and award the contract to the selected Bidder, taking into considerations evaluation parameters defined in the RFP.

Section 5 – Terminologies used:

1. Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Odisha Gramya Bank', described in more detail in Section 2 - Introduction above and which has invited bids under this Request for Proposal on behalf of both OGB and shall be deemed to include its successors and permitted assigns.
2. 'RFP' means this Request for Proposal prepared by Odisha Gramya Bank for "Selection of ASP for implementation of OGB Daily Deposit Scheme"
3. 'Bidder' means a vendor submitting the proposal in response to this RFP.
4. 'Contract' means the agreement signed between successful Bidder and the Bank at the conclusion of bidding process, wherever required.
5. "Successful Bidder"/ L1 Bidder" means the Bidder who is found to be the lowest eligible Bidder after conclusion of the bidding process, subject to compliance to all the condition of the RFP, etc.

Section 6

6.1 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.

The Bidders can submit the bid response at OGB's office at Head Office, Odisha Gramya Bank, Gandamunda, Bhubaneswar - 751030, along with non-refundable amount of **Rs.5,000.00 (Rupees Five Thousand only)** envelope A, payable in the form of Demand Draft/Pay Order from any scheduled commercial bank in India favoring "ODISHA GRAMYA BANK" payable at BHUBANESWAR.

6.2 Bid Earnest Money Deposit (EMD)/ Bank Guarantee in lieu of EMD

The Bidder shall furnish Non-interest earning Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakhs Only) by way of Demand Draft drawn on any scheduled bank in favour of Odisha Gramya Bank, payable at Bhubaneswar and should be kept along with the **Part – A – Conformity to Eligibility Criteria**.

In case the EMD is submitted in the form of Bank Guarantee the same should be valid for minimum period of 180 days from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee is as per **APPENDIX-C**.

Submission of EMD in other than Eligibility Criteria Envelope-I is liable to be rejected on grounds of non-submission of EMD.

The EMD of the Bidders not qualified under evaluation of Part – A (Conformity to eligibility Criteria) will be returned within 30 days after opening the Part – B - Technical Proposals. The EMD of the Bidders not qualified under Technical Proposal will be returned within 30 days after opening of the commercial bid of the technically qualified bidders / conducting Reverse Auction. The EMD of other bidders will be returned upon the selected Bidder accepting the order/LOI and furnishing the Performance Bank Guarantee.

6.3 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 Bidder's 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.

6.4 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.

6.5 Assumptions/ Presumptions/ Modifications

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the Bidder's response to this RFP. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

Criteria for Selection

The criteria for selection of bidder should be broadly as mentioned here.

The selection will be decided on two stages: Technical and Commercial. The final selection will be done based on the lowest commercial bid submitted among all the bidders found suitable in Technical bid.

The evaluation of the bids will be done as per evaluation criteria mentioned in **Section 7: Eligibility** Criteria of this RFP document. The Bidders who do not qualify the eligibility criteria as stipulated under **Section 7** will not be considered for technical evaluation. A Bidder not eligible under Technical Bid will not be considered for opening of Commercial Bid.

Section 7 – Responsibilities of the Successful Bidder:

1. The successful Bidder shall be single point of Contact for all products and services offered as described in the Scope of Work, and will be fully responsible for overall deliveries, Project Management and co-ordination as specified in sections below.
2. The period of the contract will be 5 years from the date of contract, subject to mutually agreed terms and conditions.. The Bidder is required to provide HHTs and application support for in-scope applications throughout the tenure of the contract without any extra cost to Bank.

Section 8 – Eligibility Criteria

| Sl. No. | Eligibility Criteria | Supporting Documents |
|----------------------------|---|---|
| Bidder's Experience | | |
| 1 | The Bidder should be a Government Organization / PSU / Limited Company / Private Limited Company under companies Act, 1956 Or later in India. | Certified copy of Certificate of Incorporation / Certificate of commencement. |
| 2 | The Bidder should have been in existence for a minimum period of 3 years in India. | Certified copy of Certificate of Incorporation / Certificate of commencement. |
| 3 | The Bidder should have a minimum turnover of Rs. 1 Crores per annum in each of the last three financial years In India. | Audited Financial statements for the financial year 2016-17, 2017-18 and 2018-19 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above. |
| 4 | The Bidder should have operating profit in the last three Financial years in India. | Audited Financial statements for the financial year 2016-17, 2017-18 and 2018-19 CA Certificate indicating the net-worth for the previous financial years mentioned above. |
| 5 | The Bidder should not have been black- listed by the Bank, any Public-Sector Bank, RBI or IBA as on the date of submission of the bid. Bidder must certify to that effect. | Self- Declaration on Bidder's letter head |
| 6 | The Bidder shall be the authorized partner, or, OEM of the application of DDA and should have integrated /implemented / supported / managed Daily Deposit scheme in any scheduled bank in India | Letter / supporting certificate from the scheduled bank where the Daily Deposit Service has been implemented by them. |
| 7 | The Bidder should have prior experience of managing/supporting/implementing daily deposit scheme in any scheduled bank | Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase Order |
| 8 | The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013 D) CMMI Level 5 | Certified copy to be provided |
| 9 | The bidder is to submit a duly signed Pre-Contract Integrity Pact in original | The Pre-Contract integrity pact is to be executed in non-judicial un-stamped paper of worth Rs.250/- in conformity to CVC format as per Annexure - 19 |

NOTE:

1. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.

2. Bidders need to ensure compliance with all the eligibility criteria points.
3. In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
4. Proposed application implementation experience need not be in the current product version proposed.
5. Scheduled Bank also include Regional Rural Bank and Co-operative Bank.
6. Scheduled commercial Bank refer to public sector / scheduled commercial Bank in India only.
7. Branches mentioned are per Bank and not cumulative across Bank.
8. 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.
9. The final solution mentioned above refers to the solution based on the scope given in this RFP.
10. The decision of the Bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

Section 9 – RFP Credentials

9.1 Clarification to RFP, Pre-Bid Site Visit & Pre-Bid

The Bidder should carefully examine and understand the requirements / specifications, Terms and conditions of the RFP. If required the bidders can seek clarification, or changes in the RFP in writing, against the same serial order, as that of the RFP, by mentioning the relevant page number and clause number of the RFP as per format provided under **APPENDIX-E (Format for Pre-Bid Meeting)**.

The pre-bid queries may be sent through email in Excel format to procurement@odishabank.in and itd@odishabank.in quoting the page number, section and clause before 5:00 PM on Dt. 04.08.2020

No queries will be entertained from the bidders after the above date and time.

The queries received from prospective bidders through mail shall be discussed in the pre-bid meeting and the consolidated clarifications / corrigendum shall be made available in Bank's website <https://www.odishabank.in/>. No individual correspondence shall be made in this regard. The clarification of the Bank in response to the queries raised by the Bidder/s, and any other clarification / Amendments / corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders. No oral or individual consultation will be entertained.

9.2 Pre-Bid Meeting

Bank has the discretion to consider any other queries raised by the Bidder's representative during the pre-bid meeting. Bank will have the liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting. The pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

| Date | Day | Time | Venue |
|------|-----|----------|--|
| | | 11.30 AM | Odisha Gramya Bank Head Office Gandamunda, PO: Khandagiri Bhubaneswar -751030 (Odisha) Contact Person: S.K.Basa – 0674-2353045 A K Sarangi - 0674-2353025 |

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time in this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.

9.3 Amendment of Bidding Document

- a. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective Bidder, may modify the bidding document, by amendment.
- b. Notification of amendments will be made available on the Bank's website (i.e. www.odishabank.in) and will be binding on all bidders and no separate communication will be issued in this regard.
- c. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

9.4 Bid System

The bid system have the following 3 (Three) parts:

Part – A –Conformity to Eligibility Criteria - Indicating their compliance to Eligibility Criteria.

The format for submission of Conformity to Eligibility Criteria is as per APPENDIX –A.

Part - B - Technical Proposal– indicating the response to the Technical specification of Servers, System Software for Virtualization. The format for submission of Technical Proposal is as per APPENDIX–B.

Part - C - Commercial Bid- Commercial bid should be submitted as per “Annexure 17 – Commercial bid format” in a separate sealed envelope along with other two envelopes.

9.5 Bidding Process

1. The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.
2. The three parts as stated above should be placed in three separate envelopes superscribed with 'Part – A: Conformity to Eligibility Criteria', 'Part-B: Technical Proposal' and 'Part-C: Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as **Proposal for Selection of ASP for Implementation of OGB Daily Deposit Scheme vide RFP Number “OGB/RFP/ITD/005/2020-21” dated 22.06.2020** (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the Bidder as well as the addressee, namely the **General Manager, Odisha Gramya Bank, IT Department, Head Office, Plot No J/1, Gandamunda, PO- Khandagiri, Bhubaneswar- 751030 (Odisha)**.
3. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

4. All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

9.6 Part A: Conformity to Eligibility Criteria

1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in Section 7 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.
2. The Conformity to Eligibility Criteria as per Annexure-3 among others must contain Demand Draft towards the Application Money as per the Clause 18 and EMD/ Bank Guarantee in lieu of EMD. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.
3. The Placement of Application Money and EMD in other than Part-A Conformity to Eligibility Criteria will make the bid liable for rejection.
4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as "PART A Conformity to Eligibility Criteria for RFP for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels and other services at Data Center, Disaster Recovery Center and Offices" vide RFP Number RFP/ITD/005/2020-21" dated 22.06.2020.
5. Bidder is to execute the Pre-contract Integrity Pact in conformity with CVC and submit the same duly executed in original.

9.7 Part B: Technical Proposal

1. Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documents should be provided along with Technical Proposal.
2. It is mandatory to provide the technical details of the Solution required by the bank as per scope of this RFP.
3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
4. If any part of the technical specification offered by the Bidder is different from the specifications sought in our RFP, the Bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.
5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
6. The relevant product information, brand, model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
7. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
8. Masked Commercial bid which is not as per below instruction will make Bid liable for rejection.
9. Masked Bill of Material Should be replica of Commercial Bid except that it should not contain any price information (with Prices masked).
10. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ ATS charges, Implementation charges etc.
11. After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as "PART B Technical Proposal for RFP for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications,

Delivery Channels and other services at Data Center, Disaster Recovery Center vide RFP Number "RFP/ITD/005/2020-21" dated 22.06.2020.

9.8 Part C- Commercial Bid

1. Commercial Bid should be submitted as per "Annexure 15 – Commercial bid format".
2. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
3. Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.
4. The Bill of Material (must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
5. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
6. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
7. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense.
8. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C Commercial Bid for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, Facilities Management and other services at Data Center, Disaster Recovery Center, Branches and Offices vide RFP Number "RFP/ITD/005/2020-21" dated 22.06.2020.

9.9 Erasures or Alterations

The Offers containing erasures or alterations, or overwriting will not be considered. There should be no hand-written material, corrections or alterations or overwriting in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

9.10 Assumptions/ Presumptions/ Modifications

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the Bidder's response to this RFP. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

9.11 Submission of Bids

The name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

1. The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box kept at the Place, Venue, Date and Time mentioned below: -

| Last Date of Submission of Bid | Day | Time | Venue |
|--------------------------------|-----|------|--|
| | | | Odisha Gramya Bank Head Office Gandamunda PO- Khandagiri Bhubaneswar -751030 (Odisha) |

2. If last day of submission of bids is declared a holiday under NI Act by the Government 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 will not be accepted/ evaluated. Bids should be submitted in the tender Box.
4. If the envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:

| First Official | Alternate Official |
|--|---|
| Ashok Kumar Sarangi Sr. Manager, (IT) Odisha Gramya Bank, Head Office, J/1, Gandamunda PO- Khandagiri, Bhubaneswar -751030 Tel : 0674-2353025 / 9937553233 | Swarup Kumar Basa Senior Manager & H.O.D. (IT) Odisha Gramya Bank, Head Office, Bhubaneswar -751030 Tel :0674-2353045 / 9437032392 |

9.12 Bid Opening

The Part A- Conformity to Eligibility Criteria shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule:

| Date | Day | Time | Venue |
|------|-----|------|--|
| | | | Odisha Gramya Bank Head Office Gandamunda PO- Khandagiri Bhubaneswar -751030 |

- 1) Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the company and with full signature.
- 2) The bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or holiday if declared under NI Act then the bid will be accepted up to 16:00 Hrs on the next working day and bids will be opened at 17:00 Hrs at the same venue on the same day.

- 3) The following details will be announced at the time of bid opening:
- 4) Bidders name
- 5) Presence or absence of cost of the bidding document and bid security (In case of Technical Bid opening)
- 6) Any other detail that the Bank at its discretion may consider appropriate.
- 7) If any of the bidders or all bidders who submitted the tender are not present during the specified date and time of opening it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A -Conformity to Eligibility Criteria in their absence.
- 8) The Part A- **Conformity to Eligibility Criteria** submitted by the Bidder will be evaluated based on the eligibility criteria stipulated. The Part B-Technical Proposal of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria** will be opened with due communication by the Bank.
- 9) The Technical Bid of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria will be evaluated.**

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

9.13 Evaluation of Bids

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation by Bank will be undertaken by an internal committee formed by Bank. Bank may consider recommendations made by external experts / consultants on the evaluation. The decision of the committee shall be final.

The evaluation will be a three-phase process:

- Phase 1 – Eligibility Criteria Evaluation
 - Phase 2 – Technical Proposal Evaluation
 - Phase 3 – Commercial Bid Evaluation
- a) Bank will use a scoring mechanism defined in the RFP to score each of the RFP responses with appropriate apportionment of scores. The Bidders who qualify the eligibility and technical evaluation criteria shall be considered for Commercial evaluation and the successful Bidder will be determined based on the Lowest Commercial Quote L1.
 - b) Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.
 - c) Bank may call for any clarifications / additional particulars required, if any, on the technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.
 - d) Bank reserves the right to call for presentation/s, service model, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

9.14 Evaluation Process

Initially only the Eligibility bids will be opened and evaluated. Only the bids that qualify the eligibility criteria will be considered for technical bid evaluation. The Technical Bid of only those bidders who qualified in **Part A- Conformity to Eligibility Criteria will be evaluated.**

- a) Thereafter, the technical bids will be evaluated, and a technical score would be arrived at.

- b) In second stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial bid opening. The evaluation methodology is as under:

9.15 Eligibility Bid Evaluation

- a) Bank shall scrutinize the Eligibility bids submitted by the Bidder. A thorough examination of supporting documents to meet each Eligibility Criteria (section 7) shall be conducted to determine the eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.
- b) The bidders complying with the eligibility criteria (mentioned in Section 7) in entirety shall be considered for technical evaluation.

9.16 Technical Bid Evaluation

- a) The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria as per the terms and conditions of the RFP.
- b) Bank may seek clarifications from any or each Bidder as a part of technical or eligibility evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical or eligibility parameter would be treated as non-compliant and decision to qualify or otherwise the matter shall be accordingly taken by the Bidder.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

9.17 Commercial Bid Evaluation

Commercial bid of only those Bidders shall be opened who have been Technically Qualified on the basis of Technical Proposal.

The Bidder with the lowest commercial Bid after the successful completion of the online reverse Auction process will be declared Successful L1 Bidder shall be considered for award of Contract.

Section – 10 Commercial Bid Valuation

Commercial Bid Valuation shall be considered as below in case of any discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail.
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
6. If there is a discrepancy in the total, the correct total shall be arrived at by bank.
7. In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

9. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
10. All liability related to non-compliance of this minimum wages requirement and any other law will be the responsibility of the Bidder.
11. The highest technical Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the bank.
12. The bank shall not incur any liability to the affected Bidder on account of such rejection.
13. The Bidder whose technical and commercial bid is accepted will be referred to as "Selected Bidder" and the bank will notify the same to the selected Bidder.
14. The selected Bidder shall provide revised TCO and the revised break-up of the cost items.
15. The final decision on the successful Bidder will be taken by the bank. The implementation of the project will commence upon signing of a contract between the Bank and the selected Bidder based on the evaluation.
16. If for some reason, the successful Bidder fails to execute the agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible Bidder based on the evaluation scores and commercial prices quoted.

17. Normalization of Bids

1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny.
2. The resubmissions can be requested by the Bank in the following manner: -
 - a. Incremental bid submission in part of the requested clarification by the Bank or,
 - b. Revised submissions of the entire bid in the whole.
3. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
4. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

18. Intimation to Qualified/ Successful Bidders:

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of Part – B Technical Proposal and Commercial bid will open for the technical qualified to arrive at the L1 price.

19. Determination of L1 Price:

L1 Price will be determined after giving effect to arithmetical correction, if any. The L-1 Bidder will be determined on the basis of the lowest price quoted as per "Annexure – 17 – Commercial bid format". Bidder quoted with lowest price as per "Section: 5 – Total Cost" in commercial bid format.

20. The selected bidder has to show Proof of concepts within 10 days from acceptance of purchase order.

Section 11- Delivery instructions

11.1 Execution of Agreement

1. Within 10 days from the date of acceptance of the Order, the selected Bidder shall sign a stamped "Agreement" with the Bank at Bhubaneswar as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

11.2 Delivery, Installation and Maintenance

The successful Bidder shall integrate the DD application, supply and install the HHTs duly preloaded with application within 3 weeks from the date of acceptance of the Order.

Data Migration: Bank shall provide the master data to successful bidder for on-boarding after migration of existing daily deposit account data to Finacle Core Banking Solution.

11.3 Liquidated Damages

In the event of Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In case of such an event, Bank, however, reserves its right to foreclose the bank guarantee.

However, In case there is a loss due to data corruption or cases of disclosure of customer's data, the penalty imposed on Bank shall be recovered in full for the damage if it is attributable to the bidder.

System Uptime and Support Services (where relevant)

The cap on overall liquidated damage (LD) per annum for Uptime related SLAs shall not exceed 10% of the overall project cost per annum.

Other Services (Installation / Implementation / Upgrade Services) delivered by the Bidder

The Bank will consider the inability of the Bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the Bidder.

The delivery of the above services will be treated as incomplete in one/all of the following situations:

- a. Non-delivery of HHTs.
 - b. Non-delivery of supporting documentation.
 - c. Delivery/ availability, but no installation of the components and/or software.
 - d. No integration.
 - e. No Implementation
 - f. System operational, but not meeting RFP requirements
 - g. Delay in delivery of agreed services beyond the timeline specified in the RFP or committed by the Bidder during the period of the contract
1. In any of the above scenarios, Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 5 (five) percent of the incomplete / undelivered portion of the

services for every week of delay or part thereof, subject to 10% of the overall contract value during the contract period.

2. It must be noted that liquidated damage (LD) cap will be applicable separately to the above categories. Once the maximum is reached for any one of the categories or together as a whole, the Bank may consider termination of the contract. Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee / Performance Guarantees after giving a notice period of 1 month in case of inordinate delays or unacceptable quality by the Bidder in the delivery of services or installation of the equipment as the case may be.
3. Bank may foreclose the bank guarantee without any notice:
 - a. In the event of Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In case of such an event, Bank, however, reserves its right to foreclose the bank guarantee. However, In case there is a loss due to data corruption the amount shall be recovered in full for the damage.
 - b. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the Bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from Bidder or from any other amount payable to the Bidder in respect of other Orders levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
 - c. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

Section 12 - Pricing and Payments

- 12.1 The Price offered to the Bank must be in Indian Rupees, and inclusive of Duties / Insurance/ Freight but Exclusive of all GST.
- 12.2 The item value along with GST should be claimed in the invoice, location wise and GST will be paid at actuals only.
- 12.3 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the offer validity period.
- 12.4 From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government, resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

Section 13 - Payment Terms

All Payments will be processed through e-payment mode only by way of NEFT / RTGS. All Payment will be released by the Bank on production of relevant documents and GST compliant invoice. The Invoices should be raised on Odisha Gramya Bank, Head office, Gandamunda, PO- Khandagiri, Bhubaneswar -751030, Odisha, as per the purchase order. The invoices should be submitted to the Project office at the below address:

The General Manager, IT
Odisha Gramya Bank,
Head Office,
At-Gandamunda,
PO- Khandagiri,
Bhubaneswar – 751030
(Odisha)

1. The Bank shall release the payment of each undisputed Invoice raised in accordance with this RFP and subsequent Purchase Order/s within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice accompany the required documents together with evidence of delivery / installation and payable under this RFP and subsequent Purchase Order.
2. The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
3. The scope of work is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below.
4. No advance payment will be provided on awarding the contract.
5. Payment will be released as per Commercial Bid and as per the Purchase order. The item wise payment schedule will be as follows:

The payment shall be made under three phases

| | |
|---------------------|---|
| Hand Held Terminals | <ol style="list-style-type: none"> 1) 60 % of the total cost of HHTs delivered, installed with successful integration of application. 2) 30 % after Bank goes live with Daily Deposit Module. 3) 10 % after submission of Performance Bank Guarantee |
|---------------------|---|

Section 14 – General Terms

14.1 Order Cancellation/ Termination of Contract

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances:

1. The selected Bidder commits a breach of any of the terms and conditions of the contract.
2. The Bidder goes in to liquidation voluntarily or otherwise.
3. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
4. The progress regarding execution of the contract by the Bidder is unsatisfactory.
5. Deduction on account of penalties exceeds 5% of the total contract price during warranty period and 10% of the total contract price during AMC / ATS period.

After the award of the contract, if the selected is to submit the satisfactory POC within 10 days. In case the bidder fails to deliver POC within the time line or delays execution, the Bank reserves the right to get the contract cancelled and offer the L2 to deliver at the same cost of L1.

The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and / or invoking Bank Guarantee, if any, under this contract or any other contract /order.

14.2 Scope Involved during Warranty and AMC Period

1. Bidder needs to factor all the AMC, Tools and ATS of all in-scope application, and infrastructure. Bidder will have to perform under mentioned activities during the period.
2. If any software and Hardware updates provided by the OEM free of cost, it should be

provided to the Bank, installed & configured by the selected Bidder free of cost during contract period.

3. Any corruption in the Software or media shall be rectified /retrieved during the full period of the contract at no extra cost to the Bank.
4. The HHTs spare parts/services, as and when required, shall be provided by the bidder throughout the contract period.
5. The Bidder shall grant an irrevocable perpetual license to the Bank to use the software / application. Further, all software supplied shall be of latest version.
6. The Bidder shall provide centralized complaint booking facility to the bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.

14.3 Mean Time between Failures (MTBF)

If during the contract period, any hardware items fails on four or more occasions in a quarter, the entire device shall be replaced by the vendor at no additional cost to the Bank.

14.4 Defect Liability

The guaranteed performance as specified herein, within the period of the contract and the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.

14.5 Intellectual Property Rights

1. Intellectual Property Rights (IPR) - Bidder indemnifies Bank that the inputs provided/deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The Bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The Bidder has to ensure that third party intellectual property rights are not infringed in any case of equipment /software supplied / deployed at Bank.
2. The Bidder acknowledges that business logics, work flows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

14.6 Indemnity

1. The Bidder shall keep and hold the Bank indemnified against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may have been caused by or suffered because of action taken against the Bank arising out of:
 - i. The breach, default or non-execution of undertakings, warranties, covenants or obligations by the Bidder;
 - ii. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder;
 - iii. All indemnities shall remain valid notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.
2. Further, the Bidder shall indemnify, Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Servers & System Software, Tools and Licenses supplied by them.

- i. All indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.
- ii. The limits specified above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- iii. All Employees engaged by the Bidder shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances Bank shall be liable for any payment or claim or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the Bidder.

Limited Liability

Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

14.7 Assignment

The vendors 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. If the new entity does not require the application / software then the amount payable to the bidder for remaining period of the contract will not be paid.

14.8 Publicity

Any publicity by the Bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

14.9 Guarantees

In the case of software, the Bidder should guarantee that the software supplied to the Bank includes all latest patches, upgrades/ updates etc., and the same are licensed and legally obtained.

14.10 Confidentiality and Non-Disclosure

1. The Bidder shall take all necessary precautions to ensure that all confidential information are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The Bidder shall furnish an undertaking as given in ANNEXURE-7.
2. 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.

14.11 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.

14.12 Force Majeure

- 1 The Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.
- 2 For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.
- 3 In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 4 In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.
- 5 Similarly if a situation is created by any Government order for which the requirements undergo changes or new requirements get created, the Successful Bidder will have to comply with the Government instructions since it goes beyond the control of the Bank. The Bank will have to notify the Successful Bidder in writing informing them of the Government decision and request them to comply with the Government instructions.

14.13 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.

14.14 Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of 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 appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bhubaneswar, INDIA.

14.15 Modification/ Cancellation of RFP

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected Bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder(s) of the grounds for the Bank's rejection/cancellation.

14.16 Legal Disputes and Jurisdiction of the Court

1. Without limitation, a right for recovery of any amounts and related costs and The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Bidder/prospective Bidder from committing any violation or
2. Enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including a right for damages.
3. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bhubaneswar and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

14.17 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.
- If the new entity does not require the application / software then the amount payable to the bidder for remaining period of the contract will not be paid.

14.18 Master Service Agreement and Invoice Raising Mechanism

Bidder needs to sign an agreement with OGB.

1. Hardware: All invoices pertaining to HHTs, licenses, AMC, to be raised on Bank with applicable GST. The invoice must be completed with GSTIN of the entity of Bidder and the Bank.
2. Services: All invoices pertaining to services shall be raised on Bank with applicable GST and be complete with GSTIN of entity of Bidder and Bank.

ANNEXURES (Part-A)

To,
General Manager, **Odisha**
Gramya Bank, Head Office,

IT Department
Gandamunda, PO: Khandagiri, Bhubaneswar
751030 (Odisha)

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the Bid:

| ANNEXURES (to be submitted with Part A- conformity to Eligibility Criteria) | |
|--|---|
| 1 | Checklist |
| 2 | Bid Covering Letter |
| 3 | Eligibility Criteria Declaration |
| 4 | Applicant's Profile |
| 5 | Details of Offices/ Branches/ Service Centers |
| 6 | Authorization Letter Format Track Record |
| 7 | Track Record of Past Experience |
| 8 | Non-Disclosure Agreement |
| 9 | Bank / DD for EMD |
| 10 | DD for Tender Document |
| 11 | Certificate of Good governance and Project Management |
| ANNEXURES (to be submitted with Part B- conformity to Technical Criteria) | |
| 1 | Technical Bid Covering Letter Format |
| 2 | Proposed Team Profile |
| 3 | Resource Deployment Plan during Implementation Phase |
| 4 | Undertaking of Authenticity |
| 5 | Compliance Statement |
| 6 | Undertaking Letter |
| 7 | Escalation Matrix |
| 8 | Manufacturer/Authorized Distributor in India Form |
| 9 | Functional and Technical Specification |
| 10 | Storage Augmentation |
| 11 | Masked Bill of Material |
| ANNEXURES (to be submitted with Part C- conformity to Commercial Criteria) | |
| 1 | Covering Letter for Commercial Bid |
| 2 | Bill of Material (Indicative) |

Vendors to verify the checkpoint and ensure accuracy of the same before submission of the bid

Date:
Signature with Seal

Name:
.....Designation:
.....

Annexure 1- Checklist

| SI No | Other Clauses | Response (Yes or No) |
|-------|---|----------------------|
| 1 | Whether Cost of the Tender document (demand draft is payable at Bhubaneswar) submitted along with Part A- Conformity to Eligibility Criteria | |
| 2 | Whether EMD/ Bank Guarantee submitted in Part A- Conformity eligibility Criteria | |
| 3 | Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria | |
| 4 | Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification/ Undertaking is authenticated? | |
| 5 | Whether Call log in Procedure, Preventive and Break down / Corrective Maintenance is provided? | |
| 6 | Whether address of Office on which order has to be placed is dedicated in Annexure 4 | |
| 7 | Whether ensured that, the Hardware Items quoted if any are not End Of life/End Of Support? | |
| 8 | Whether ensured that, the separately sealed envelopes containing Part A- Conformity to Eligibility Criteria, Part B-Technical Proposal and Part C- Commercial Bid and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope. | |
| 9 | Whether ensured Indexing of all Documents submitted with page numbers? | |
| 10 | Whether replica of Price Bid (Masked price bid) as per Bill of Material is submitted in Technical- Part B | |

Vendors to verify the above checklist and ensure accuracy of the same before submission of the Checked for accuracy

The Authorization letter as per format ANNEXURE-5 is to be carried in person and shall not be placed inside any of the bid covers.

Date:

Signature with Seal

Name:

Designation:.....

Annexure 2- Bid Covering Letter Format

RFP No:

Date:

The General Manager,
Odisha Gramya Bank,
Head Office,
IT Department
Gandamunda, PO: Khandagiri
Bhubaneswar – 751030 (Odisha)

Dear Sir,

SUB: RFP for "Selection of ASP for OGB Daily Deposit Scheme "

Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to take part in Selection of ASP for OGB Daily Deposit Scheme in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete the project as per the timelines mentioned in the RFP.

If our offer is accepted, we undertake to provide Service support for the devices and services as per the above referred RFP, during five years, if contracted.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs.10,00,000/- in favour of Odisha Gramya Bank as EMD.

We agree to abide by this offer till calendar months from the date of last day for submission of offer (Bid) and for such further period as mutually agreed between the bank and successful Bidder, and agreed to in writing by the Bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract for reverse auction services.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2020

Signature of the Authorized Representative Name of the
company with seal

Annexure 3- Eligibility Criteria Declaration

The General Manager,

Odisha Gramya Bank, Head Office,

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

Dear Sir,

SUB: RFP for selection of ASP for OGB Daily Deposit Scheme

| Sl. No. | Eligibility Criteria | Supporting Documents |
|----------------------------|---|---|
| Bidder's Experience | | |
| 1 | The Bidder should be a Government Organization / PSU / Limited Company / Private Limited Company under companies Act, 1956 Or later in India. | Certificate of Incorporation / Certificate of commencement. |
| 2 | The Bidder should have been in existence for a minimum period of 3 years in India. | Certificate of Incorporation / Certificate of commencement. |
| 3 | The Bidder should have a minimum turnover of Rs. 1 Crores per annum in each of the last three financial years In India. | Audited Financial statements for the financial year 2016-17, 2017-18 and 2018-19 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above. |
| 4 | The Bidder should have operating profit in the last three Financial years in India. | Audited Financial statements for the financial year 2016-17, 2017-18 and 2018-19 CA Certificate indicating the net-worth for the previous financial years mentioned above. |
| 5 | The Bidder should not have been black- listed by the Bank, any Public-Sector Bank, RBI or IBA as on the date of submission of the bid. Bidder must certify to that effect. | Self- Declaration on Bidder's letter head |
| 7 | The Bidder shall be the authorized partner, or, OEM of the application and should have integrated /implemented / supported / managed Daily Deposit scheme in any scheduled bank in India | Letter / supporting certificate from the scheduled bank where the Daily Deposit Service has been implemented by them. |
| 9 | The Bidder should have prior experience of managing/supporting/implementing daily deposit scheme in any scheduled bank | Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase Order |
| 10 | The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013 D) CMMI Level 5 | Certified copy of documents to be provided |
| 15 | The bidder is to submit a duly signed Pre-Contract Integrity Pact in original | The Pre-Contract integrity pact is to be executed in non-judicial stamp paper of worth Rs.250/- in conformity to CVC format as per Annexure - 19 |

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date:

Signature with Seal Name:

.....

Designation:.....

Annexure 4- Applicant's Profile

| Sl. No. | Particulars | Details |
|----------|--|---------|
| A | Company Profile | |
| 1 | Name of the Firm / Company | |
| 2 | Constitution | |
| 3 | Date of Establishment/Incorporation | |
| 4 | Address (Order to be placed on which Office) Registered Office Corporate Office | |
| 5 | Telephone No FAX No E-mail Address Website | |
| 6 | Sales Turnover from IT related business for last Three years. 2015-2016 2016-2017 2017-2018 | |
| 7 | Domestic Customer Base (Number of Clients where services have been in India) | |
| 8 | Service Net Work (Number of Support Centers in in O d i s h a) PAN number for Income Tax is We are registered with the GST authorities and our registration numbers are as follows. . Bank Details Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code | |

Date:

Signature with Seal

Name:

Designation :

Annexure 5- Authorization Letter Format

To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

RFP No:

Date:

**The General Manager
Odisha Gramya Bank,
Head Office,
IT Department
Plot No: J/1, Gandamunda
PO: Khandagiri
Bhubaneswar – 751030 (Odisha)**

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

This has reference to your above RFP for selection of ASP for OGB Daily Deposit Scheme, Mr. /Miss /Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on____, on behalf of our organization.

The specimen signature is attested below:

Signature Specimen

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

Annexure 6- Track Record for Past Experience in Schedule commercial Bank in India

Ref: Your RFP for selection of ASP for OGB Daily Deposit Scheme.

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:

Signature with Seal

Name:

Designation :.....

Annexure 7- Non-Disclosure Agreement

(To be given on the Company’s Letter Head)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Odisha Gramya Bank, having its Head office at J/1, Gandamunda, PO: Khandagiri, Bhubaneswar, Odisha-751030 hereinafter referred to as the Bank

and,

WHEREAS, the Bidder understands that the information regarding the Bank’s IT Infrastructure shared by the Bank in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for “Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, Facilities Management and other services at Data Center, Disaster Recovery Center, Branches and Offices” and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Bank properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the Bank’s property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the Bank’s written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the Bank’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with Seal

Name:

Designation:.....

Annexure 8- Technical Bid Covering Letter Format

The General Manager,
Odisha Gramya Bank,
Head Office, IT Department
J/1, Gandamunda, PO: Khandagiri
Bhubaneswar -751030 (Odisha)

Dear Sir,

Ref: **Your** RFP for selection of ASP for OGB Daily Deposit Scheme.

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification: -

| S.No. | Particulars | Details to be furnished by the Bidder |
|-------|---|---------------------------------------|
| 1 | Name of the Bidder | |
| 2 | E-mail address of contact persons | |
| 3 | Details of: Description of business and business background Service profile & Client profile | |
| 4 | Approach and methodology for the proposed scope of work along with illustrative deliverables. | |
| 5 | Details of similar assignments executed by the Bidder during the last three years in India (Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished) | |
| 6 | List of applicant's major customers in last 3 years and details as below may be taken: i) Name and complete postal Address of the Customer. ii) Name, designation, Telephone, Fax, Nos., e-mails and address of the contact person(customer) iii) Whether reference letter enclosed. | |
| 7 | Details of inputs/requirements required by the Bidder to execute this assignment. | |
| 8 | Conformity to the obtaining of various certificates/bench mark testing standards for | |
| 9 | The items quoted to meet the intent of the RFP | |
| 10 | Conformity regarding back to back arrangements with third party hardware software for providing continuous and un- interrupted support to meet SLA obligations as per RFP Terms. | |

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
- c. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation / assumption / exclusion in filing our response to the RFP & scope and that the Bank will have the right to disqualify us in case of any such deviations / assumption / exclusion.

Date:

Signature with Seal

Name:.....

Designation :.....

Annexure 9- Resource Profile

List of Resources with Experience in Finacle Implementation/ Migration for any Bank in India

| S.No. | Name of the Resource | Total Finacle Implementation/ Migration Experience (Year/Month) | Client Name | Will be Deployed at OGB (Y/N) | Remarks |
|--------------|-----------------------------|--|--------------------|--------------------------------------|----------------|
| | | | | | |
| | | | | | |

List of Resources with Experience in Finacle Customization for any Bank in India

| S.No. | Name of the Resource | Total Finacle Customization Experience (Year/Month) | Client Name | Will be Deployed at OGB (Y/N) | Remarks |
|--------------|-----------------------------|--|--------------------|--------------------------------------|----------------|
| | | | | | |
| | | | | | |

Annexure 10 - Format for Project Team Profiles

| | | | |
|-----|--|--------------------------------|--------------------|
| 1 | Name | | |
| a | Brief Introduction (in bullets) | | |
| 2 | Date of Birth | | |
| 3 | Phone Number | | |
| 4 | Position in the firm | | |
| 5 | Total years of post-qualification work experience | | |
| 6 | Employment Record | | |
| | Company Name | Positions Held | Duration |
| 6.1 | | | |
| 6.2 | | | |
| 6.3 | | | |
| 6.4 | | | |
| 6.5 | | | |
| 7 | Number of years with the firm | | |
| 8 | Details of relevant assignments undertaken (include both past and current employment projects and highlight Banking experience, if any) (Provide scope, duration, client name and status of assignment) | | |
| a | Year | | |
| | Location | | |
| | Client Name | | |
| | Main project title and features | | |
| | Position held | | |
| | Activities performed | | |
| b | Year | | |
| | Location | | |
| | Client Name | | |
| | Main project title and features | | |
| | Position held | | |
| | Activities performed | | |
| 9 | Education | | |
| | Degree Obtained | Year of Degree obtained | Institution |
| 9.1 | | | |
| 9.2 | | | |
| 9.3 | | | |
| 9.4 | | | |
| 9.5 | | | |
| 10 | Certification | | |

Annexure 11- Compliance Statement

Ref: Your RFP Selection of System Integrator for Maintenance of Finacle Core Banking Solution (7.0.18), Allied Applications and Delivery Channels at Data Center, Disaster Recovery Center.

DECLARATION

We understand that any deviations, assumptions or exclusions mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

| Compliance | Compliance (Yes / No) | Remarks / Deviations |
|---|----------------------------------|-----------------------------|
| Terms and Conditions | | |
| Technical Specifications | | |
| Scope of Work | | |
| Function and Technical Specification | | |
| Addendums | | |
| SLA | | |
| Payment terms | | |
| Project Timelines | | |
| All annexures | | |

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:

Signature with Seal

Name:

Designation :

Annexure 12- Undertaking Letter Format

We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only and that all applicable Taxes will be paid at actual to the maximum of taxes indicated in this Bill of Material against production of invoice / bills.

We understand that Bank will pay GST only for Goods Component of Hardware/ Software and Services component.

We confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in our Commercial Offer.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with Seal

Name:

Designation:.....

Annexure 13- Escalation Matrix

Name of the Company:

Delivery Related Issues:

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

Service Related Issues:

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

Annexure 14 - Commercial Bid Format
(Company letter head)

Ref: RFP/ITD/005/2018-19 dated 22.06.2020

Name of Bidder :
Address of Corporate Office :

***All prices are in INR including all taxes and duties excluding applicable Goods and Service Tax.**

| Table - A | Count | Unit Price | Total Cost |
|---|-------|------------|------------|
| Cost of Hand Held Terminals alongwith implementation costs and other cost | 600 | | |
| | | | |

| Table - B | Per Annum | Total Cost |
|---|-----------|------------|
| AMC for 600 HHTs | | |
| Switching / Support / Transaction Charges | | |
| Total Recurring charges | | |

We certify that price quoted are all-inclusive (excluding applicable Government Tax component) as per clauses mentioned in the RFP No:

We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No.

Authorised Signatory:

Name and Designation: Office Seal:

Annexure 15 - Pre Contract Integrity Pact

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____(month) 2019, between, on one hand, Odisha Gramya Bank acting through Shri _____, Designation of the officer of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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

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

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

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

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any

Influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesses as under:

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

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

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

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

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of BIDDERS

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

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

- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Bank.
- 2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / Integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 2.10 The BIDDER commits to refrain from giving any _complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the- BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules

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

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

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

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

3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 4: Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

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

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

4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

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

Article 6: Earnest Money (Security Deposit)

6.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in NIT / LTE) as Earnest Money/security deposit with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument [to be specified in the LTE].

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

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

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

Article 7: Sanction for Violations

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

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

- ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- v. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- vi. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- viii. In cases where irrevocable Letters of Credit have been received in respect of any- contract signed by the BUYER with the BIDDER, the same shall not be opened.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

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

Article 8: Independent External Monitors

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

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

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

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

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

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

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

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

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

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

Article 9: Facilitation of Investigation

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

Article 10: Law and Place of Jurisdiction

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

Article 11: Other Legal Actions

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

Article 12: Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 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. _ |

APPENDICES

Appendix A - Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

1. Index of all the document submitted with page numbers.
2. Cost of Tender document by way of DD payable at Bhubaneswar
3. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
4. Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the Bidder's company / firm in the name of the person signing the tender documents as per ANNEXURE-6.
5. Checklist as per ANNEXURE - 1
6. Bidder's Covering letter as per ANNEXURE -2
7. Eligibility Criteria declaration as per ANNEXURE -3 with documentary proof in support of the Eligibility Criteria.
8. Profile of the Company / Firm as per ANNEXURE -4
9. Authorisation Letter – ANNEXURE 5
10. Company Track record as per Annexure 6
11. Non-Disclosure Agreement as per ANNEXURE -7
12. Pre- Contract Integrity Pact as per ANNEXURE-15

Appendix B - Instructions to be noted while preparing/submitting Part B- Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

1. Index of all the document submitted with page numbers.
2. Technical Bid Covering Letter as per Annexure -8.
3. Resource Deployment Plan as per Annexure 9
4. Project team Profile for Implementation and Substance Phase as per Annexure 10
5. Compliance Statement – Annexure 11.
6. Under Taking Letter as per Annexure – 12.
7. Escalation Matrix as per Annexure – 13.
8. Commercial Bid Format as per Annexure -14.
9. Technical Documentation (Product Brochures, leaflets, manuals, drawings).

Appendix 'C'

Format for Bank Guarantee for contract performance.

Appendix C - Bank Guarantee Pro-forma for Contract Performance

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To: Name and Address of the PURCHASER

WHEREAS _____(Name and address of the selected Bidder)(hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery, storage and installation and maintenance and also includes documentation, warranty, annual maintenance, if contracted, of Undertaking of Authenticity for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, Facilities Management and other services at Data Center, Disaster Recovery Center, Branches and Offices as per the Purchase Order dated placed by the PURCHASER with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Purchase Order, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled commercial Bank in India, in your favor, as per Clause ____of the Purchase Order, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____and local office at _____,India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at _____India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _____(Rupees _____) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee. Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii. This guarantee shall be valid up to _____ and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2019 For
and on behalf of BRANCH MANAGER

Appendix E – Format for sending pre-

bid queries

| S.No. | Pg. No. of RFP | Clause No. | RFP Clause | Bidder's Query |
|-------|----------------|------------|------------|----------------|
| | | | | |
| | | | | |
| | | | | |