



**ODISHA GRAMYA BANK**

Information Technology Department

Head Office, At: Gandamunda, P.O.: Khandagiri, Bhubaneswar-30

**RFP Ref No. OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018  
REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF FACILITY MANAGEMENT SERVICE (FMS)  
PROVIDER FOR ROUTER ANNUAL MAINTENANCE CONTRACT (AMC) & NETWORK  
MAINTENANCE AT BRANCHES**

**Disclaimer**

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

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

**Note:** Bids will be opened in the presence of the Bidders' representatives who choose to attend 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. Demand Draft / Bank Guarantee of INR 1,00,000/- (Rupee One Lakh 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’- Technical Bid.
5. Envelope ‘B’- Commercial Bid.
6. All the pages of Technical Bid and Commercial Bid are duly sealed and signed by the authorized signatory.
7. RFP document duly sealed and signed by the authorized signatory on each page is enclosed in Envelope – ‘A’.
8. Prices are quoted in Indian Rupees (INR).
9. All relevant certifications, audit reports, etc. are enclosed to support claims made in the Bid in relevant Envelopes.
10. All the pages of documents submitted as part of Bid are duly sealed and signed by the authorized signatory.

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## Abbreviations and Acronyms

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

BG	Bank Guarantee
EMD	Earnest Money Deposit
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
FMS	Facility Management Services
AMC	Annual Maintenance Contract
LAN	Local Area Network
WAN	Wide Area Network
OGB	Odisha Gramya Bank
OEM	Original Equipment Manufacturer
L2	Layer Two
L3	Layer Three

## Section 1 - Bid Schedule and Address

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/NETWORK/002/2018-19
2.	Date of Issue of RFP	10 <sup>th</sup> December 2018
3.	Last date for receipt of queries, if any.	14 <sup>th</sup> December 2018, 15:00 hours
4.	Pre Bid Meeting	15 <sup>th</sup> December 2018, 11:00 hours
5.	Bid Submission Mode.	Through manual Tendering process
6.	Last Date and Time for submission of bids along with supporting documents through the above	02 <sup>nd</sup> January 2019 on or before 16:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
7.	Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee.	02 <sup>nd</sup> January 2019 on or before 16:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid.	03 <sup>rd</sup> January 2019 at 11:00 hours at the Bank's Information Technology Department, Bhubaneswar.
9.	Date, time and venue for opening the commercial bid	Will be intimated to technically short-listed bidders.
10.	Name of contact officials for DD submission as stated in serial No.6 and for any enquiries.	R. R. Venkatachary – General Manager IT S. K. Basa – Sr. Manager It A. Patra- 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 - 0674-2353043 Mr. A. Patra - Manager-IT – 0674-2353033
13.	Contact e-mail ID	network@odishabank.in

### Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. Bid Cost: DD shall be made in favor of "Odisha Gramya Bank" for Rs.5,000.00 payable at Bhubaneswar.



## Section 2 - Introduction

### 2.1 About OGB:

Odisha Gramya Bank was established since 7th January 2013 with the amalgamation of Neelachal Gramya Bank, Kalinga Gramya Bank and Baitarani Gramya Bank as per Government of India, Department of Financial Services, Ministry of Finance, and Notification No. F.1 / 1 / 2012-RRB dated 07/01/2013 issued under sub-section (1) of Section 23A of Regional Rural Banks Act 1976 (21 of 1976). Bank is having 549 Branches, 9 Regional Offices and One Head Office across 13 districts of Odisha.

### 2.2 Objective of this RFP:

Odisha Gramya Bank invites tenders for selection of service provider for AMC of Branch Routers and supply of manpower for network maintenance at bank branches across 13 districts of Odisha including Head Office and Bhubaneswar based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP).

### 2.3 Cost of the RFP

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

The Bidders can submit the bid response at Head Office, Odisha Gramya Bank, Gandamunda, Bhubaneswar - 751030, along with non-refundable amount of Rs.5,000.00 (Rupees Five Thousand only) in 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.

### 2.4 Due Diligence

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

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

### 2.5 Ownership of this RFP

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

## Section 3 – Scope of Work

### 3.1 Annual Maintenance Contract (AMC) of Routers:

Bank is having 122 numbers of Juniper SSG20 & 65 numbers of HP MSR 2003 Branch Routers. These are in use at different branches. The selected bidder should provide AMC for 122 numbers of Juniper SSG20 & 65 numbers of HP MSR 2003 Branch Routers as below:

1. Replacement of the faulty router with working router at the branch. The concerned bidder should factor the cost of the replacement or repair of faulty router in the commercial.
2. Configuration of router either at branch or at Regional Officer or at Head Office.
3. Repair and replacement of parts of the router to restore the router to working condition.
4. This should be considered as Comprehensive AMC. So, all repair and replacement of parts of the router must be done with no additional cost to the Bank.
5. The AMC should cover the repair cost of Router for all causes including damage of router due to improper electrical condition at branch or damage caused due to lightning.

### 3.2 Network Maintenance at Branches, ROs and HO:

The selected bidder should provide 9 network resources for Facility Management Services (FMS) related to Network maintenance at 549 branch locations, 9 Regional Offices and one Head Office. The resources provided at RO level should be of L1 category and the resource provided at HO level should be of L2 category. Below is the scope of work.

1. Eight resources of L1 category should be distributed in Nine ROs. One resource of L2 category should be deployed at Head Office.
2. L1 resources provided should have knowledge in the following:
  - They should be able to troubleshoot the issues in the routers and branch network.
  - They should be well versed with the port details of the routers.
  - They should have knowledge regarding network cabling.
  - They should have knowledge regarding the signal light code of the Modems and Routers.
  - They should have experience in resolving the minor issues at branch network to restore the network in case of any fault.
  - They should be able to replace the faulty router, switches or modems with the working ones.
3. The engineer at Head Office should be well-versed with configuration of all type of routers used in bank branch locations.
4. The engineer at Head Office should receive complains from Branch locations related to network issues and should investigate the cause of the issue.
5. The network engineer at all the location should do following task as required:
  - a. Replacement of faulty Router(s), Modem(s) and Switch(s) at Branches.
  - b. Repair or Replacement of data cable and (or) patch panel.
  - c. Schedule network maintenance at branch.
  - d. Follow-up with the network service providers to restore the link of branches.
6. The engineer at Head Office should do following tasks not limited to:
  - a. Local or Remote configuration of branch routers.
  - b. Maintenance of network records.
  - c. Monitor and troubleshoot branch network issues.
  - d. Follow-up with the service providers to restore the links of all locations of bank.
  - e. Troubleshooting and resolution of any kind of network issue.

7. All costs borne by the selected bidder to adhere to the Scope of Work should include in the prices quoted in the commercial bid and no extra cost shall accrue to the bank during the course of the contract. No extra cost shall accrue to the bank towards transportation expense of resources provided by the selected bidder.
8. The selected bidder may provide insurance to their engineer. However, bank will not be liable for any damage to the engineer physically or mentally while performing job inside or outside of Bank premises.

### **3.3 Data Cabling of Branch Premises:**

Bank may at its sole discretion may place separate order to the selected bidder for data cabling of entire branch premises as per the approved rate structure in the commercial Bid as per Table – C in “**Annexure O – Commercial Bid Format**”. The cost structure mentioned in the Table C will not be considered in the TCO. The Price quoted in Table-C are subject to negotiation and same shall be treated as rate contract for all line items mentioned in Table-C in “Annexure O – Commercial Bid Format”.

Separate Purchase Order shall be issued to the selected bidder for data cabling of new premises as per requirement of the Bank. Following steps to be followed for data cabling of entire branch:

- Bank will intimate the bidder over e-mail for survey of branch premises for submission of report with list of material required for data cabling of entire branch.
- Bank will release separate purchase order for data cabling of entire branch with list of material to be provided as per approved price mentioned in line item 1 to 6 in “Table C” of “Annexure O – Commercial Bid Format”. Only in this type of order “Labor Charges for Data Cabling of Branch Premises” as mentioned and negotiated in Line Item 7 in “Table C” of “Annexure O – Commercial Bid Format” shall be included subject to requirement accessed by bank.
- The selected bidder should send their team of engineers for data cabling of entire branch premises or shift the data cabling of existing branch premises to new premises after receiving of order.

For partial maintenance of Data cabling at branch or replacement of partial data cabling of branches no separate purchase order will be released and “Labor Charges for Data Cabling of Branch Premises” as mentioned and negotiated in Line Item 7 in “Table C” of “Annexure O – Commercial Bid Format” will not be applicable.

This activity should be completed as per schedule given in the respective purchase order and should not affect the normal network support services provided by the vendor.

### **3.4 Single Point of Contact**

The selected Bidder shall appoint a single point of contact, with whom OGB will deal with, for any activity pertaining to the requirements of this RFP.

### **3.5 Procurement of Network Consumables.**

The Selected Bidder should submit requisition for requirement of any kind of network consumables or equipment like Patch Cord, Patch Panel, I/O Port, 8/16 port switch and (or) 4U network box for maintenance of network infrastructure at branches which should not include the material required for data cabling of entire premises.

Bank may either procure the same from the selected bidder or may supply the same from other vendor. However, the requisition should not delay the resolution of network issue at the branch.

The prices quoted in “Table C” of “Annexure O - Commercial Bid Format” will be subject to negotiation and the negotiated price will be treated as rate contract during the rate contract.

## Section 4 - Eligibility Criteria

### 4.1 Eligibility Criteria

The Eligibility Criteria are furnished below:

1. The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.
  - a. The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be submitted along with technical bid. (Documentary proof should be attached).
  - b. In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid
  - c. In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.
2. The bidder should have minimum annual turnover of Rs. 50 Lakhs during the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years.
  - a. Annual reports of 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years should be attached. (Documentary proof should be attached).
  - b. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.
  - c. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.
3. The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or the Bidder's financial years.
  - a. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.
  - b. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of

determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.

4. The bidder should have experience in Annual Maintenance Contract (AMC) of Network equipment / Facility Management Services (FMS) / Network Maintenance in any Bank or any Public Sector Unit or any Government Department. (Supporting document such as contract order or purchase order should be submitted along with the technical bid.)
5. The bidder must have presence in all the thirteen districts in the service area of Odisha Gramya Bank or should have network engineer located in those service area. Bidder should submit the details of proposed eight network engineer for Regional Offices and network expert for Head Office along with full address and contact numbers as per format provided in “*Annexure K - Details Of Support Engineer Available in Operation Area*” of the RFP along with the technical bid. (Documentary proof should be attached).
6. The bidder should not have been blacklisted or de-empanelled by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company in India within last one year as on date of the RFP. Bidder to submit the Self Declaration certificate as per format provided in “*Annexure F - Declaration for Clean Track Record*” of the RFP along with the technical bid. (Documentary proof should be attached).
7. The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation. (The Bidder should submit copies of relevant document / registration certificate.)
8. Employee Provident Fund (monthly return) for the month of August & September 2018 should be attached.
9. The bidder should bid directly. The bidder should not bid through third party or any other agency.

#### **4.2 Eligibility Criteria Response Sheet**

The Bidders should complete the Eligibility Criteria Response Sheet as given in **Annexure - J**.

Failure to provide the desired information and documents may lead to disqualification of the Bidder.

#### **4.3 Pre Contract Integrity Pact**

All bidders should submit a signed Pre-Contract Integrity Pact with Odisha Gramya Bank, on a stamp paper of Rs.250. Bidder(s) without signed Pre-Contract Integrity Pact will be disqualified to participate in the bidding.

The Pre-Contract Integrity Pact should be as per “**Annexure M - Pre Contract Integrity Pact**”.

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

## Section 5 - Instruction to Bidders

### **A. The Bidding Document**

#### **5.1 RFP**

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

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

## 5.2 Cost of Bidding

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

## 5.3 Content of Bidding Document

The Bid shall be in 2 separate envelopes, Envelope A and B.

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

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

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

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

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

## 5.5 Amendment of Bidding Documents

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

## **B. Preparation of Bid**

### 5.6 Bid Price

Prices would be exclusive of all taxes, duties levies, and fees whatsoever. Octroi, if any, will be paid additionally, at actual on production of receipt. The bidder shall meet the requirements of Goods & Services Tax (GST) made applicable by the Government of India.

**5.7 Earnest Money Deposit (EMD)**

The Bidder is required to deposit Rs.1,00,000/- (Rupees One Lakh Only) in the form of a Demand Draft / Pay order in favor of “Odisha Gramya Bank” payable at Bhubaneswar or Bank Guarantee issued by a scheduled commercial bank valid for six months, with a claim period of 12 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in **Annexure A or B**.

No interest will be paid on the EMD.

*Bidder registered under MSME / NSIC as Micro & Small Enterprises of Service industry under IT Management Services or related services, than exemption will be allowed on EMD on submission of valid document from MSME / NSIC.*

**5.8 Return of EMD**

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

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

**5.9 Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

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

**5.10 Period of Validity of Bids**

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

**5.11 Extension of Period of Validity**

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

**5.12 Format of Bid**

The bidder shall prepare two copies (one hard copy marked as ORIGINAL and one soft copy) of the Technical Bid only. In case of any discrepancy between them, the original shall govern.

The commercial bid will be submitted as hard copy only.

**5.13 Signing of Bid**

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

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

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

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

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

#### **5.14 Envelope bidding process**

The Bid shall be prepared in 2 different envelopes, Envelope A and Envelope B.

Both the Envelopes shall then be sealed and put into an outer envelope marked as "RFP FOR SELECTION OF SERVICE PROVIDER FOR ROUTER AMC & NETWORK MAINTENANCE AT BRANCHES".

The inner and outer envelopes shall be addressed to OGB at the address mentioned in Section 1.

The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, OGB will assume no responsibility for the bids misplacement or premature opening.

#### **5.15 Contents of the two Envelopes**

##### **Envelope A - Technical Bid**

The following documents as per the sequence listed shall be inserted inside Envelope A:

1. Bid Cost in the form of Demand draft/Pay order
2. Bid Earnest Money in the form of Demand Draft - Annexure A and B OR Bid Earnest Money in the form of Bank Guarantee – Annexure A & C
3. Bid Offer form (without price) – Annexure D
4. Bidder Information – Annexure E
5. Declaration of Clean Track Record – Annexure F
6. Declaration of Acceptance of Terms and Conditions – Annexure G
7. Declaration of Acceptance of Scope of Work – Annexure H
8. Power of Attorney for signing of bid – Annexure I
9. Eligibility Criteria Compliance - Annexure J along with supporting documentary proof for each criterion as stipulated.
10. Details of Infrastructure Available with the Bidder – Annexure K
11. Client Reference - Annexure L along with supporting documentary evidence
12. Pre Contract Integrity Pact – Annexure M
13. Three years audited Balance Sheet and Profit and Loss Statements.
14. RFP document duly sealed and signed by the authorized signatory on each page
15. All necessary supporting documents

##### **Envelope B - Commercial Bid**

1. Commercial Bid Form – Annexure N
2. Commercial Bid – Annexure O
3. Non-Disclosure Agreement – Annexure P



#### **5.16 Bid Submission**

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

Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the Section 1.

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

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

#### **5.17 Bid Currency**

All prices shall be expressed in Indian Rupees only.

#### **5.18 Bid Language**

The bid shall be in English Language.

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

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

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

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

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

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

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

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

#### **5.22 Late Bid**

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

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

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

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

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

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

#### **5.25 RFP Abandonment**

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

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

The Bid Evaluation will be carried out in 2 stages:

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

**Stage 2 -Envelope ‘B’** of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor for this rate contract.

#### **5.27 Contacting OGB**

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

## Section 6 - Bid Opening

### **6.1 Opening of Bids**

Bids will be opened in 2 stages:

Stage 1 – In the first stage the ‘Technical’ Bid i.e. Envelope ‘A’ will be opened.

Stage 2 – Envelope ‘B’ will be opened for technically qualified bidders for selection of L1 bidder.

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

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

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

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

### **6.3 Opening of Envelope B - Commercial Bids**

Commercial bid in Envelope B will be opened for selection of L1 bidder.

## Section 7 - Bid Evaluation

### 7.1 Preliminary Examination of Eligibility Bids

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

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

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

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

### 7.2 Evaluation of Technical Bids

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

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

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

### 7.3 Evaluation of Commercial Bids:

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

### 7.4 Successful Evaluated bidder:

The bidder with lowest commercial bid identified will be declared as the successful bidder and will be called L1 bidder for the required quantity. OGB reserves the right to place the order with the L2 bidder, in case the L1 bidder refuses to accept the order or otherwise gets disqualified as per the terms of the RFP, provided the L2 bidder matches the price quoted by the L1 bidder.

## Section 8 - Terms and Conditions

### 8.1 Notification of Award / Purchase Order

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

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

### 8.2 Term of the Order

The term of the Notification of Award/Purchase Order shall be for a period of 3 years. However, bank at its sole discretion may be extended the contract for another one year, after end of third year on mutually agreed terms. Bidder need to submit the Bank guarantee as per the clause 8.4 of the RFP.

Bank will either issuing work order or notify the selected bidder for each individual works during the project life cycle as per requirement of the bank. The Bidder need to complete the work within following time line as per the Clause No 8.9.

### 8.3 Acceptance Procedure

- a) Within 5 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- b) Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- c) Upon the successful Bidder accepting the Purchase Order and signing the contract, if required, and NDA, OGB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### 8.4 Performance Bank Guarantee

The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 3 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to the value of the PBG from the payments due to the bidder.

### 8.5 Taxes and Duties

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

Prices shall be exclusive of all taxes, duties, charges and levies of State or Central Governments as applicable. Octroi, if any, shall be reimbursed to bidder by OGB at actual on production of original receipt.

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

### 8.6 Service Address:

Network service should be provided in all the 559 locations of Odisha Gramya Bank in 13 districts of Odisha.

### 8.7 Interview of Network engineers:

A panel of Bank IT department will have interaction with all the network engineer at Head Office of Odisha Gramya Bank. On satisfactory performance of the engineers in the interaction, the successful bidder may post those engineer in bank's required locations.

Bank may ask for replacement of proposed engineer, if found not competent with the technical requirement of bank.

#### **8.8 Penalty For Default In Attending Service Calls**

If the engineer of successful bidder does not attain or not able to resolve the network issue at a branch within 24 Hours after instruction from Regional Office or Head Office, OGB shall impose a penalty @ 0.1% of the total value of the Purchase Order for each day delay subject to a maximum of 5% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order.

In case of repeated delay or not attending the service calls or repeated failure of resolution of network issues by any engineer, bank may ask the service provider to replace the engineer with a suitable engineer after interview.

#### **8.9 Service Level Requirements**

Service Window & Call registration: 9.00 a.m. – 6.00 p.m. (Monday to Saturday).

- a) Response: Within 4 hours.
- b) Resolution time (MTTR):
  - Category A: If the Branches are within a radius of 25Kms from the corresponding admin office (RO/HO). Resolution should be within 12hrs from call registration time.
  - Category B: If the Branches are within a radius of 70 Kms from the corresponding admin office (RO/HO). Resolution should be within 18hrs from call registration time.
  - Category C: If the Branches are at a distance of more than 70 Kms from the corresponding admin office (RO/HO). Resolution should be within 24hrs from call registration time.
- c) The selected bidder need to provide the L1 and L2 resources at the corresponding location within 3 week time period from the date of acceptance of the Purchase order.
- d) The time period of the completion of cabling of new branch is 1 weeks from the date of issuance of work order.
- e) The time period for the completion of the shifting of the cabling from existing Branch to any new premises as decided by the Bank is 1 week.
- f) Call Registration Process: Via Web, Phone & mail. The selected service provider has to provide web portal for call registration. However, call registration on web is optional.
- g) Bidder shall attend unlimited breakdown calls on receipt of complaints. The equipment require for troubleshooting of issue has to provide by the service provider. All parts required for resolving issues with router under AMC should be provided by the vendor. LAN cable, patch cord, L2 switches and I/O boxes will be provided by Bank Head Office or Regional Office. The engineer has to carry the required items while visiting the sites.
- h) All spares to be used in Routers should be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealers or Manufacturers. Bank may ask for proof of the same at any point of time before releasing the payments.
- i) Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- j) Bidder shall maintain service log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly signed by the OGB official
- k) The Vendor shall co-ordinate with OEMs for support for configuration issues, hardware replacement etc.

- l) Vendor should do all the network related work, not limited to
- for any kind of shifting activity at Branch locations
  - for any requirement of network maintenance at any location of Bank within Odisha.

#### **8.10 Penalty on non-adherence to SLAs**

Penalty of Rs.50.00 per day shall be levied if the call is not attended or not resolved within 24 hours or 1 business day. Maximum penalty applicable per year would be 5% of the Order Value. OGB has the right to recover the penalty by invoking the PBG / BG or from any amount payable to the bidder.

#### **8.11 Prices**

Price shall remain fixed for a period Three (3) years from the date of Notification of award / Purchase Order. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

#### **8.12 Age Limit for Network engineer**

The Successful bidder should not employ any person of age below 18 years and above the age of 60 years and they should be sound in health in carrying out the duty and should not have infected diseases. (A declaration should be submitted along with the technical bid)

#### **8.13 Wage Payment to Resources**

The successful bidder shall liable to pay, the monthly wages on or before 07th of succeeding month to his deployed Network engineers in accordance to applicable minimum wages Act. (A declaration should be submitted along with the technical bid)

#### **8.14 Subcontract:**

The contractor shall not subcontract the assigned work to any other agencies.

#### **8.15 Payment Terms:**

A. Annual Maintenance Contract:

Payment for AMC shall be made quarterly in arrears after verification of AMC service reports and on submission of correct invoice.

B. Network Facility Management Services:

Payment for Network FMS or Network maintenance services will be paid monthly in arrears after submission of correct and valid invoice. Along with the invoice, a job sheet should be signed from branch confirming the activity and hardware replacement done at the branch.

C. Additional Services or Procurement:

Payment for any kind of procurement of network cables, L2 Switches, Patch cords, I/O Box as per rate contract, will be released on submission of consolidated invoice along with work order issued by bank. Along with the invoice, a job sheet should be signed from branch confirming the activity and hardware replacement done at the branch.

#### **8.16 Confidentiality**

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

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

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

The terms of this clause shall continue in full force and effect for the contracted period.

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

#### **8.17 Indemnity**

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

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

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

The selected Bidder will be liable for all the deliverables.

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

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

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

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

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

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

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause

- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.
- c) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery to a number of vendors, OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- d) The reverse transition services to be provided by the Bidder shall include the following:
  - 1. The Bidder shall suitably and adequately train OGB or its designated team for fully and effectively manning, managing branch network.
  - 2. Bidder shall provide adequate documentation thereof.
- e) **Knowledge Transfer:** The Bidder shall provide such necessary information, documentation to OGB or its designee, for the effective management and maintenance of the Deliverables under this RFP/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this RFP/Agreement.
- f) The rates for availing services during reverse transition period would be the same as payable during the RFP/contract period for the respective services, during which the existing Bidder would transfer all knowledge, know-how and other things necessary for OGB or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- g) OGB shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- h) OGB and the bidder shall together prepare the Reverse Transition Plan. However, OGB shall have the sole decision to ascertain whether such Plan has been complied with.
- i) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/contract it would extend all necessary support to OGB or its selected vendors as would be required

#### **8.21 Extension of RFP/Contract**

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

OGB has right to alter (increase or decrease) the number of Branches and ROs. The RFP/contract shall be co-terminus with the Purchase orders issued unless extended by OGB.

#### **8.22 Order Cancellation**

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

- I. Delay in installation is beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- II. Serious discrepancy in the quality of service expected.



- III. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

In case of order cancellation, any payments made by OGB to the Bidder for the particular service would necessarily have to be returned to OGB with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate OGB for any direct loss incurred by OGB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by OGB to appoint any other Bidder. This is after repaying the original amount paid.

### 8.23 Termination of Contract

**For Convenience:** OGB, by written notice sent to Bidder, may terminate the RFP/contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the RFP/contract is terminated and the date upon which such termination become effective. OGB shall consider request of the bidder for pro-rata payment till the date of termination.

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

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

### 8.24 Effect of Termination

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

### 8.25 Force Majeure

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

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

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

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

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

#### **8.26 Resolution of Disputes**

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

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

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

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

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

#### **8.28 Legal Compliances:**

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

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

#### **8.29 Intellectual Property Rights:**

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

#### **8.30 Applicable Law and Jurisdiction**

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

#### **8.31 Facilities provided by OGB:**

OGB shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

**8.32 No Damage of OGB Property**

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

**8.33 Fraudulent and Corrupt Practice**

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

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

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

**8.34 Governing Language**

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

**8.35 Addresses for Notices**

Following shall be address of OGB and Bidder

OGB address for notice purpose:

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

Supplier’s address for notice purpose: (To be filled by supplier)

## Section 09 - Documents forms to be put in Envelope A

### Annexure A – Bidder’s Letter for EMD

To

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

**Subject: RFP No. OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018 for “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR ROUTER AMC & NETWORK MAINTENANCE AT BRANCHES”.**

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

## Annexure B - Bid Security (Bank Guarantee)

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

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

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

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

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

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

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

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

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.

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

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

Annexure C - Bid Security (Performance Bank Guarantee)

(BANK GUARANTEE)

Date

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

Performance Bank Guarantee No:

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

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

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

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

Notwithstanding anything contained in the foregoing:

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

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

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

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

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

Kindly return the original of this Bank Guarantee to -----  
(Bank & Its Address), upon (a) its discharge by payment of claims aggregating to Rs. ----- (Amount  
in figures & words); (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) Claim  
Expiry Date (date should be one year from the date of expiry of this Bank Guarantee).

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

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



**Annexure D - Bid Offer Form (without Price)  
(Bidder's Letter Head)**

**OFFER LETTER**

Date:

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

Dear Sir,

**Subject: RFP No. OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018 for “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR ROUTER AMC & NETWORK MAINTENANCE AT BRANCHES”.**

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that OGB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of OGB will be final and binding on us.

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

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

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

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favor of "Odisha Gramya Bank" or Bank Guarantee valid for \_\_\_\_ days for an amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) payable at Bhubaneswar.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

## Annexure E - Bidder Information

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Private Ltd)			
4	Details of Incorporation of the Company.		Date:	
			Ref#	
5	Valid Sales tax registration no.			
6	Valid Goods and Service Tax registration no. (Preferably for Odisha State Code:21)			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding this tender			
9	Telephone No. (Cell # and Landline # with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
13	Year	2015-16	2016-17	2017-18
14	Net worth			
15	Turn Over			
16	Profit After Tax			
17	Number of Clients for Facility Management Services			

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

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018 for “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR ROUTER AMC & NETWORK MAINTENANCE AT BRANCHES”**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

To

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018 for “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR ROUTER AMC & NETWORK MAINTENANCE AT BRANCHES”**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure H - Declaration for Acceptance of Scope of Work

To

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018 for “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR ROUTER AMC & NETWORK MAINTENANCE AT BRANCHES”**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure I - Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018 for "REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR ROUTER AMC & NETWORK MAINTENANCE AT BRANCHES"** in response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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

**Accepted**

**(Signature)**

(Name Designation)

Date:

Business Address:

## Annexure J - Eligibility Criteria Compliance

Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	<p>The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.</p> <p>a. The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be submitted along with technical bid. (Documentary proof should be attached).</p> <p>b. In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid</p> <p>c. In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.</p>		Documentary Proof should be submitted
2	<p>The bidder should have minimum annual turnover of Rs. 50 Lakhs during the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years.</p> <p>a. Annual reports of 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or bidder's financial years should be attached. (Documentary proof should be attached).</p> <p>b. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>c. In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as</p>		Standalone financial Audited balance sheets & Profit /loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted.



	final and no further correspondence will be entertained on this.		
3	<p>The bidder should be a profit (profit after tax) making company in any one of the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or the Bidder's financial years.</p> <p>a. In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>b) In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>		Standalone financial Audited balance sheets & Profit/loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted.
4	The bidder should have experience in Annual Maintenance Contract (AMC) of network equipment / Facility Management Services (FMS) / Network Maintenance in any Bank or any Public Sector Unit or any Government Department.		Supporting document such as contract order or purchase order should be submitted along with the technical bid
5	The bidder must have presence in all the Thirteen districts in the service area of Odisha Gramya Bank or should have network engineer located in those service area.		Bidder should submit the details of proposed eight network engineer for Regional Offices and network expert for Head Office along with full address and contact numbers as per format provided in "Annexure J - Details Of Support Engineer Available in Operation Area" of the RFP along with the technical bid.
6	The bidder should not have been blacklisted or de-pannelled by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company in India within last three years as on date of the RFP.		Bidder to submit the Self Declaration certificate as per format provided in "Annexure

			D - Declaration for Clean Track Record” of the RFP along with the technical bid.
7	The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation.		The Bidder should submit copies of relevant document / registration certificate.
8	Employee Provident Fund (monthly return) for the month of August & September 2018 should be attached		EPF Return for the month of August and September.
9	The bidder should bid directly. The bidder should not bid through third party or any other agency		Self-declaration on company’s letter head should be submitted.

## Annexure K - Details Of Support Infrastructure Available With Bidder

**DETAILS OF DETAILS OF SUPPORT ENGINEER AVAILABLE IN OPERATION AREA**

<b>S No:</b>	<b>Location Details</b>	<b>Contact details with names, address, contact Number, e-mail ID etc.</b>	<b>Specify whether the engineer ready to stay at the Town of Regional Office for the district.</b>	<b>Skill of the engineer</b>
1	Head Office, Bhubaneswar			
2	RO Balasore			
3	RO Baripada			
4	RO Chandikhole			
5	RO Khurda			
6	RO Dhenkanal			
7	RO Jashipur & RO Keonjhar			
8	RO Pipli			
9	RO Cuttack			

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

**Authorized Signatory**

**Name and Designation**

**Office Seal**

**Place:**

**Date:**

Annexure L - Client Reference

**OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018 for “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR ROUTER AMC & NETWORK MAINTENANCE AT BRANCHES”**

Details of Router AMC and (or) FMS service provided in the last 3 years

Sr.No	Organization	Router AMC	Network FMS Service	Contact Person Name and Designation	Phone Number of the Contact person	Email Address of the Contact person
1						
2						
3						
4						

- Relevant documentary evidence to be provided for each of the past client reference provided

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

## Annexure-M - Pre Contract Integrity Pact

**Preamble**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the \_\_\_\_\_ day of \_\_\_\_\_ (month) 2018, between, on one hand, Odisha Gramya Bank acting through Shri \_\_\_\_\_, \_\_\_\_\_ Designation of the officer of Odisha Gramya Bank, a Regional Rural Bank and an undertaking of the Government of India constituted under the Regional Rural Bank Act, -1976 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s \_\_\_\_\_, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. \_\_\_\_\_, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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

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

AND WHEREAS 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 witnessed 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 I/ 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 favour or disfavour to any person in relation to the contract or any other contract with the Bank.
  - 2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / Integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 2.10 The BIDDER commits to refrain from giving any \_complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative 'for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

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

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

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

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

**Article 4: Previous Transgression**

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

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

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

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

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

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

**Article 5: Criminal Liability**

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

**Article 6: Earnest Money (Security Deposit)**

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

- I. Bank Draft or a Pay Order in favor 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.



- 6.2 The 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;-
- a. 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.
  - b. 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.
  - c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of the Nationalized Banks, while in case of a BIDDER from a country other than India with interest at 2% higher than LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - e. 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.
  - f. 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.
  - g. 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.
  - h. 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.
  - i. 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.
  - j. 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.
- 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: Fall Clause**

8.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**Article 10: 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 11: 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 12: 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 13: Validity**

13.1 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.

13.2 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 14: 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 15: 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 16: 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 17: 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.

- 17.1 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.
- 17.2 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.
- 17.3 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.

The parties hereby sign this Integrity pact at \_\_\_\_\_ on \_\_\_\_\_

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. _

## Section 10 - Documents to be put in Envelope 'B'

### Annexure N – Commercial Bid Form

(To be included in Commercial Bid Envelope)

To

OGB

Dear Sirs,

Re: OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018 for "REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR ROUTER AMC & NETWORK MAINTENANCE AT BRANCHES"

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

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

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

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

Dated this..... Day of.....2018

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure O - Commercial Bid Format  
(Company letter head)

**OGB/RFP/ITD/NETWORK/002/2018-19 dated 10/12/2018**

(Line item wise details as per Annexure M - Details of all line items of the Commercial Bid, including AMC charges)

**Table A: Annual Maintenance Contract**

Sr. No	Line Item	Annual Unit Price (INR)	Qty	Annual Total Price (INR)	% GST
1	AMC for Juniper SSG 20		122	(A1)	
2	AMC for HP MSR 2003		65	(A2)	
	<b>Total A = (A1 + A2)</b>	XXXXXX	XXX	<b>(A1 + A2)</b>	

**Table B: Field Support for Network Maintenance**

Sr. No.	Line Item	Monthly Charge of one Resource	Annual Charge of one Resource(INR)	Qty.	Total Charge for one year	Total Charge for three years
1	L1 Network Engineer Charges			8		(B1)
2	L2 Network Engineer Charges			1		(B2)
<b>Total Cost</b>						<b>(B)=(B1+B2)</b>

**Table C: Additional Materials and Services**

Sr. No.	Line Item	UNIT Rate	Unit Cost (INR)	GST %
1	CAT 5 / CAT 6 Data Cable with RJ45 clips	Cost / meter		
2	LAN Cable Casing	Cost / meter		
3	Network rack	Cost / Unit		
4	IO Box with Clipping	Cost / Unit		
5	8 Port Switch	Cost / Unit		
6	16 Port Switch	Cost / Unit		
7	Labor Charges for Data Cabling of New Branch Premises	Cost / Branch		

**(Total Cost of Ownership) TCO = (A) + (B). All prices are exclusive of taxes.**

Note:

- Prices quoted in "Table C" are subject to negotiation.
- Prices for Line Item 1, 2, 3 in "Table C" are inclusive of transportation cost, labor charges and Installation cost.
- Bank will release separate Purchase Order for Data Cabling of new Premises. In such case Line Item 7 of "Table C" will be applicable.

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

Dated this..... Day of.....2018

(Signature)

(Name)

Duly authorized to sign Bid for and on behalf of

(In the capacity of)

## Annexure P - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 201 (“Effective Date”) between

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

### AND

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

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

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

### NOW THEREFORE

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

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

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

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

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

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

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

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

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

### **Article 4: DISCLOSURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Article 11: NON-ASSIGNMENT**

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

#### **Article 12: TERM**

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

#### **Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such



other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.

**Article 14: GENERAL**

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

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

<b>ODISHA GRAMYA BANK</b>	<b>TYPE COMPANY NAME</b>
By:	By:
Name:	Name:
Designation:	Designation:

**Witnesses:**

- 1.
- 2.