



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

RFP Ref No. OGB/IT/RFP/NETWORK/002/2019-20 dated 09th August 2019
REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL

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 authorized representatives who choose to attend Bid opening meeting.

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Checklist

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

1. Demand Draft / Pay Order Rs.5,000.00 (Rupees Five Thousands Only) towards cost of Bid document in Envelope –‘A’
2. Bank Guarantee of Rs.1,00,000.00 (Rupee One Lakh only) towards Bid Security in Envelope –‘A’ Earnest Money Deposit (EMD)
3. Eligibility 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’, ‘B’.
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.

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

Abbreviations and Acronyms

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

BG	Bank Guarantee
DC	Data Centre
EMD	Earnest Money Deposit
IPR	Intellectual Property Rights
LAN	Local Area Network
OGB	Odisha Gramya Bank
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
WAN	Wide Area Network
VSAT	Very Small Aperture Terminal

Section 1 - Bid Schedule and Address

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/IT/RFP/NETWORK/002/2019-20
2.	Date of Issue of RFP	09 th August 2019
3.	Last date for receipt of queries, if any.	22 nd August 2019, 17:00 hours
4.	Pre Bid Meeting	27 th August 2019, 11:30 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	25 th September 2019 on or before 17:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
7.	Last date, time and place for submission of Original Demand Draft for Cost of document, EMD / Bank Guarantee.	25 th September 2019 on or before 17:00 hours at the Bank's Information Technology Department, Head Office, Bhubaneswar. (Should be submitted to the contact officials in person).
8.	Date, time and venue for opening the technical bid.	26 th September 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.	B. K. Patra – 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. B. K. Patra – General Manager IT – 0674-2353038 Mr. S K Basa – Sr. Manager IT - 0674-2353045 Mr. A. Patra - Manager-IT - 0674-2353033
13.	Contact e-mail ID	network@odishabank.in

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

Section 2 - Introduction

2.1 About OGB:

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 and 9 Regional Offices across 13 districts of Odisha. Bank is having 100 ATMs currently in operation.

2.2 Objective of this RFP:

Odisha Gramya Bank (hereinafter referred to as “Bank”) invites Request for Proposal (hereinafter referred to as “RFP”) for Procurement, Installation and Maintenance of VSATs with pooled Bandwidth for its new ATM locations (hereinafter referred to as “Locations”) from VSAT Service providers (hereinafter referred to as “Service Provider or Bidder”).

Bank is in process to install 50 new ATMs at its operational area across Odisha. In this RFP bank will select service provider for procurement, installation and maintenance of 50 VSATs in two phases of 25 numbers each within period of 2 years from date of release of purchase order.

Any service provider, who was awarded a contract for connectivity, but could not execute and consequently terminated, is not eligible to participate in the RFP. **Bidders with unsatisfactory past record need not apply.**

2.3 Background

The Bank’s locations are connected to one Data Center (DR) at Chennai, Siruseri and another at Disaster Recovery Center (DRC) at Hyderabad. Both the location are in active – active mode.

M/s Vodafone Idea Ltd., M/s Bharat Sanchar Nigam Ltd. and M/s Bharati Airtel Ltd. are the existing MPLS service provider of the Bank with redundant backhaul at both DC and DRC.

M/s Bharati Airtel Ltd., M/s HCIL Comtel Ltd., M/s Nelco Ltd. and M/s Bharat Sanchar Nigam Ltd. are the existing VSAT service provider of the Bank.

2.4 Cost of the RFP

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

The Bidders can submit the bid response at OGB’s office at Head Office, Odisha Gramya Bank, Gandamunda, Bhubaneswar - 751030, along with non-refundable amount of **Rs.5,000.00 (Rupees Five Thousands 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.

2.5 Due Diligence

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

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

2.6 Ownership of this RFP

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

Section 3 – Scope of Work

3.1 Scope of work:

Bank intends to engage vendor for procurement of 50 numbers of VSATs with pooled bandwidth to provide connectivity to its new 50 ATMs.

1. Bank will procure 50 numbers of VSATs in two phases of 25 numbers of VSATs each within a period of 2 years from date of release of first order.
2. **VSATs should be of Ku-band and Reflector should be of 1.2m in diameter.**
3. Vendor should provide pooled bandwidth of 128Kbps for each 25 VSATs.
4. Vendor should deliver and install the VSAT at the designated ATM location within 48 Hours on receiving the delivery order by e-mail from Head Office of Odisha Gramya Bank. For this purpose, Vendor may either keep sufficient number of VSAT hardware set in their warehouse at Odisha or at warehouse of Bank.
5. Cost of the VSAT hardware should include all the cost, such as transportation cost, installation cost and all onetime cost of this project.
6. Vendor should increase the bandwidth of backhaul by 128Kbps for each 25 numbers of VSATs without any additional cost to the bank.
7. All VSATs should have one year warranty from the date on installation and AMC there after till the end of contract as per approved rate contract.
8. Vendor should do the drilling on the wall of the ATM premises for connecting the cable from outdoor unit (ODU) to indoor unit (IDU).

3.2 Single Point of Contact

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

Section 4 - Eligibility Criteria

4.1 Eligibility Criteria

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

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.
 - 1 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).
 - 2 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
 - 3 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 Crores during the three financial years i.e. 2016-17, 2017-18 and 2018-19 or calendar years 2016, 2017 and 2018 or bidder's financial years.
 - 1 Annual reports of 2016-17, 2017-18 and 2018-19 or calendar years 2016, 2017, and 2018 or bidder's financial years should be attached. (Documentary proof should be attached).
 - 2 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.
 - 3 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 have made operating profit in any one of the three financial years i.e. 2016-17, 2017-18 and 2018-19 or calendar years 2016, 2017, 2018 or the Bidder's financial years.
 - 1 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.
 - 2 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 *Bidder should submit Copy of the audited Balance Sheets for the preceding three years (i.e. 2016-17, 2017-18 and 2018-19).*
4. **ISO/TL Certificate:** The Bidder should have required level of ISO 9001 and ISO 27001 certification related to Network Services, Customer services and Security. *Bidder should submit copy of relevant ISO certificate need to be produced along with the Technical bid.*
5. The Bidder could be Original Equipment Manufacturer (OEM) for VSAT Hardware and Satellite Modem or premium partner / authorized reseller of the VSAT hardware and Satellite Modem in India. The Bidder must be in position to provide support / maintenance during the period of contract with the Bank. *Bidder, be it OEM or premium partner / authorized reseller, should submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in "Annexure K - OEM / Manufacturer's Authorization Letter" of this RFP.*
6. The Bidder should be a VSAT service provider. The Bidder should be able to give end-to-end network solution, with last mile on VSAT for Banks. The bidder should be approved VSAT service providers by Telecom Regulatory Authority of India (TRAI). *Bidder should submit a copy of license. In case the bidder has license where validity is less than 5 years, a declaration should be submitted by the bidder regarding obtaining renewal/fresh license.*

7. The bidder should have deployed VSAT System in at least one Scheduled Commercial Bank or any Bank in India with minimum 100 VSATs and maintained for more than 3 years. *Bidder should submit copy of Purchase Order or Completion certificate from respective bank(s).*
8. The bidder should have their own operational HUB with a requisite wireless planning commission (WPC) clearance. The Bidder / consortium partner also must have VSAT network with valid license to operate in India and should be valid throughout the contract period. *Bidder should submit a copy of license.*
9. The Bidder should have their own & independent full-fledged “Network Management Centre (NOC/NMC)”, round the clock (24x7) manned by skilled & technical manpower, for efficient central & remote monitoring, configuration, diagnosis troubleshooting and performance management of backbone network and last mile network of customers. *Necessary details such as location details, Technology used & resources deployed etc. to be submitted.*
10. The Bidder should have service support center in Odisha and Undertake to provide seamless service to branches from the service support centers. *Bidder should submit details of service support center along with undertaking on letter head of bidder.*
11. The Bidder must ensure that the key project personnel to be employed in this project have been sufficiently involved in similar installation, executed by the Bidder in the recent past. *Bidder should submit an undertaking for deployment of key project personnel as single point of contact for delivery and service.*
12. The bidder should have presence in thirteen service district of Odisha Gramya Bank viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagdsinghpur, and Kendrapada with direct service centers or exclusive franchisee service centers or authorized service centers. These locations should be staffed with support personnel with experience in service support of equipment or services proposed to be used under this bid. *Bidder to submit the service center / support staff details along with full address and contact numbers of the RFP along with the technical bid. (Documentary proof should be attached).*
13. The bidder should not have been blacklisted or de-empanelled due to unsatisfactory service, 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).*
14. The bidder should bid directly. The bidder should not bid through third party or any other agency.
15. **Security Certificate:** All wireless connectivity should be certified for security by a reputed organization. *Bidder need to produce the security certificate or a declaration for wireless security, along with technical bid.*
16. **Managed Services and Remote NOC:**
 - I. The Bidder should own and operate a complete Primary and Redundant Network Operation Centre (NOC), in its own premises,
 - II. Such NOC should be working 24 X 7 to take care of the Network management for the Bank.
 - III. Such NOC should be managed by certified Network engineers (Number of Engineers and their qualifications should be provided along with the technical bid).
 - IV. The NOC should have been in existence for a minimum of last 3 years.
 - V. The NOC should possess ISO/ITIL/TL compliant certification.
 - VI. The NOC should have direct access to OEM TAC.
 - VII. The NOC should have professional support services from backbone equipment vendor /OEM.
 - VIII. The Bidder should have a centralized Help Desk on 24 X 7 basis to take care of the Network management for the bank and an exclusive Toll free number of Help Desk for the bank is to be provided to the Bank.

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

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 C.

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

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

B. Preparation of Bid

5.6 Bid Price

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

5.7 Bid Cost

The Bidders can submit the bid response at OGB's office at Head Office, Odisha Gramya Bank, Gandamunda, Bhubaneswar - 751030, along with non-refundable amount of **Rs.5,000.00 (Rupees Five Thousands 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.

5.8 Earnest Money Deposit (EMD) and Exemptions

The Bidder is required to deposit **Rs.1,00,000.00 (Rupee 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 12 months, with a claim period of 6 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.

Exemption of EMD will be allowed to bidder registered under MSME / NSIC / Udayog Aadhar as Micro & Small Enterprises of service industry under category relevant to this RFP and on submission of photo copy of registration certification from relevant authority of Govt. of India.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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**" or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

C. Submission of Bid

5.15 Envelope bidding process

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

Each of these Envelopes shall then be sealed and put into an outer envelope marked as "**RFP FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL**"

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.

5.16 Contents of the 2 Envelopes

Envelope A - Eligibility Criteria

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 RFP 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. OEM/Manufacturer Authorization Letter – Annexure K
11. Client Reference – Annexure L
12. Pre Contract Integrity Pact – Annexure M
13. Three years audited Balance Sheet and Profit and Loss Statements.
14. RFP document and Amendments duly sealed and signed by the authorized signatory on each page
15. All necessary supporting documents

Envelope B – Technical bid

The following documents shall be inserted inside Envelope B:

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

5.17 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.

5.18 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.19 Bid Language

The bid shall be in English Language.

5.20 Rejection of Bid

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

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

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

5.21 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.

5.22 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.

5.23 Late Bid

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

5.24 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.

5.25 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.

5.26 RFP Abandonment

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

5.27 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 technical criteria will be evaluated further for finalizing the L1 vendor for this rate contract.

5.28 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’ Bids 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 Bidder’s authorized representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by OGB from time to time.

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each

Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of OGB.

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

6.3 Opening of Envelope B - Commercial Bids

Bank will intimate the date and time of opening of Envelope B (commercial bids) to the bidders satisfying Technical requirement of this RFP. 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 bidders with lowest commercial bid identified will be declared as the successful bidder and will be called L1 bidder.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

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

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

If the L1 bidder refuses to accept the Purchase Order or L1 bid got rejected for violation of terms mentioned in the RFP, the bidding process will be treated as cancelled. Bank at its absolute discretion may either offer the order to L2 bidder if and only if L2 bidder agrees to L1 price or may go for re-tender.

8.2 Term of the Order

The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 5 years from date of release of first purchase order.

8.3 Acceptance Procedure

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

8.4 Performance Bank Guarantee

The Successful bidder shall, within 14 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 5 years, with a claim period of 12 (twelve) months from the date of expiry of the validity period of the Bank Guarantee (BG), as per statutory provisions in force. In case the successful bidder does not submit the PBG, OGB shall withhold an amount equal to 10% of the invoice value from the payments due to the bidder.

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. The bidder should meet the requirements of Goods & Services Tax (GST) of India.

8.6 Delivery Address:

Delivery locations will be provided along with the Purchase Orders

8.7 Implementation schedule (SLA for Delivery)

1. Delivery and Up-gradation of Backhaul

Selected Bidders has to either up-grade or deliver redundant backhaul at both DC and DR within 4 weeks of release of purchase order.

The new backhaul bandwidth should be calculated as per following formula.

New Backhaul bandwidth = Existing backhaul bandwidth of bidder + ordered pooled bandwidth.

2. Time frame for commissioning of link

Selected bidder should deliver the VSAT Hardware Time Frame allowed for commissioning of links from the date of Purchase Order is as detailed below.

Sl. No	Details	Time Frame
1	Delivery of VSAT Hardware at Warehouse in Odisha or Bank's warehouse	Within eight weeks of date of release of Purchase Order

2	Transportation of VSAT from Warehouse to given site and installation of VSAT link at given site	Within 48 hours of notification e-mail to Service Provider's e-mail
3	Shifting of VSAT	Within 3 working days of release of PO through e-mail only. Hard copy of PO may be collected by Provider for their requirement.

Vendor should deliver the VSAT at the designated ATM location within **48 Hours** on receiving the delivery order by e-mail from Head Office of Odisha Gramya Bank. For this purpose, Vendor may either keep sufficient number of VSAT hardware set in their warehouse at Odisha or at warehouse of Bank. The vendor has to arrange for courier or transportation free of cost.

In case, vendor delivers the VSAT hardware at bank's warehouse at Bhubaneswar, Bank will release the payment for VSAT Hardware only and the payment for installation will be released after installation of VSAT at designated location of Bank.

8.8 Network Availability (SLA Network Uptime):

The table below specifies the end-to-end link uptime matrix along with Mean Time to Resolve (MTTR).

No	Office	City	Uptime per month	MTTR (HH:MM)
1	Bank's Head Office, Primary Data Centre, and DR Centre	Metros	99.50%	01.00
2	Branches/ Other locations	Tier 1 & 2 cities (State Capitals/ District Headquarters)	99%	01.00 to 06.00
3	Branches/ Other locations	Tier 3 cities & Rural (Bank's Rural branches and all other locations not covered under the above classifications)	98 %	Maximum - 8 Hrs

SLA clauses are applicable for the Link Uptime excluding CPE (Routers). Rest of the penalty against uptime will be calculated as per Clause 1.6.2 (SLA clauses for network).

All branch locations should have uptime as per the above table per month and excluding the scheduled preventive maintenance, the down time due to bank's decision and also the down time should be restricted to 3 hours in a single event during the working hours of the bank's locations. The availability of Data Center and DR Center connectivity should be 99.50% uptime per month and the downtime should be restricted to 1 hour in a single event, which includes down time due to the preventive maintenance. Preventive maintenance should be done only with prior concurrence of the bank.

The service window at Branches will be between 9 a.m. and 6 p.m. The MTTR and relevant Penalty will be based on the service window for Branches. Successful bidder has to make necessary arrangement in their uptime report for MTTR calculation with in Service Window.

Whenever the link downtime happens at any of the locations after the closing of the branch/any of the locations where round the clock connectivity is not required, the bidder in consultation with the branch/ITD-Administrative office may plan and work for the resolution of the link failure either on the same day or before next working day's business hours depending on the location and the reason for link failure. Such overnight downtime will not be counted for penalty.

The network uptime shall be computed as under:

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

Note:

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

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

MTTR will not be calculated after working hours of the locations except for data centers. In case of 24x7 locations, MTTR will be calculated during the working hours of the attached branch.

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

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

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

8.9 Bandwidth Availability (SLA for Availability of Bandwidth):

The bandwidth of VSAT should be as per ordered bandwidth at all locations. The VSAT should not restrict or prioritize any type of traffic of Bank.

8.10 Penalty Clauses:

1. Penalty for Delay in Commissioning:

The penalty for delay period in weeks and part thereof after the time frame mentioned in clause 8.7 – "Implementation schedule (SLA for Delivery)" will be calculated as follows:

Penalty will be charged on Total One Time Cost of delayed link.

Delay in Weeks	Penalty on Category 3 Links
1	1%
2	2%
3	3%
4	4%
5	5%
6	7%
7	9%
8 and above	10%

In case of delay is more than acceptable limit, Bank reserves rights to invoke the performance guarantee submitted by the successful bidder.

In case the service provider has completed all the necessary required infrastructure but the link could not be commissioned due to issues attributed to bank, such delay will be exempted from the penalty calculations. The service provider has to record the reasons for the delay in providing the link and communicate to ITD, Administrative Office then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.

Wherever the commissioning is delayed due to delay in obtaining permission from local authorities, it will not attract penalty if supporting documents acceptable to the bank are provided. The service provider has

to inform the details to Network Department of OGB Head Office along with copies of application to local authorities and necessary fees paid, if any, to claim exemption from penalty.

Bank will not impose any Late Delivery Penalty on Bidder on account of delay due to non-availability of permission from owner of bank premises, or Government Bodies, or any delay due to Bank.

The Bidder must strictly adhere to the implementation schedule, specified in the Work Order for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or both of the following:

- 1 The Bidder shall be liable to pay the Bank, penalty at the rate specified for delayed performance per week or part thereof of such delay, subject to a maximum of 10 % of the One Time Cost of delayed link.
- 2 Termination of the agreement fully or partly and claim of liquidated damages.

If the delay is beyond 12 weeks for any link, the phase 3 payment of the links will be withheld till the commissioning is completed and the Bank reserves the right to invoke the performance guarantee submitted by the successful bidder.

4. Penalty for not meeting the SLA on Network Uptime:

Bank will pay charges on per site basis after taking into account the downtime of the Link at each location as detailed below.

The penalty for downtime, if any, for any link is calculated on monthly basis and deducted on quarterly arrear payment for bandwidth. The penalty for downtime for any link during any quarter shall not exceed the quarterly charges payable for that particular link.

Whenever the links are not functioning due to reasons attributable to Bank like earthing, UPS power, problems in Bank's router etc., the penalty for downtime will not be levied. The service provider has to record the above reasons and communicate to ITD, Administrative office then and there. The copy of this communication should be produced along with the invoice for claiming exemption in penalty.

- 1 *At all locations, for every percentage or part thereof, for down time over and above the MTTR allowed for respective location under Clause 8.8 – "Network Availability (SLA Network Uptime)", 1% of the charges payable from Quarterly Recurring Cost for every 1% downtime will be deducted as penalty.*
- 2 *If the downtime over and above the MTTR exceeds 5% of the uptime committed as per Clause 8.8 – "Network Availability (SLA Network Uptime)", 80% of the charges payable to the particular site per Quarter will be deducted from the invoice amount payable for the quarter.*

When there is downtime in any of the data centers, all the locations which are connected to the respective data center will be reckoned as down.

8.11 Warranties and Annual Maintenance Contract

The successful or awarded bidder should provide comprehensive on-site warranty for one year or till end of contract period, whichever is earlier. The comprehensive warranty shall cover all Hardware, Software and equipment provided by the vendor at all location of bank.

Bidder guarantees the whole of the Goods against any defects or failure, which arise due to faulty materials, workmanship or design (except materials or design furnished by OGB)

Bidder should provide end-to-end support in replacement of any or compete part of equipment, poles or hardware provided under this warrantee. The warrantee should be comprehensive in nature.

Bank will provide VSAT protection cage from Monkey for VSAT out door unit, where ever both field engineer of selected bidder and Branch Manager at the installed location agrees for the requirement of the same.

The warrantee should be provided to bank free of cost and bank will not release any payment against warranties.

At the end of first year from the date on installation of VSAT at designated ATM, vendor should provide Annual Maintenance Contract (AMC) till the end of contract period as per rate contract.

Bank is taking VSATs on CAPEX model and Bank will pay AMC charges to selected vendor at the end of each quarter. It is the vendor's responsibility to pay any AMC or maintenance charges to third party service provider and Bank is not liable to pay any other charges except the one time Hardware cost, recurring bandwidth charges and Annual Maintenance Contract at the contracted rates.

However, all the equipment shall be properly maintained irrespective of Non-claiming/Non-renewal of Lease by the Vendor in time. During the contract period, vendor should do half yearly preventive maintenance and submit the report along with the quarterly invoice for AMC.

8.12 Repeat Order

Bank will release purchase order for 25 numbers of VSATs & 128Kbps pooled bandwidth in first phase and another 25 numbers of VSATs & additional 128Kbps pooled bandwidth in second phase within a period of 2 years.

8.13 Payment Terms:

Payment in all category will be released only after submission of Service Level Agreement (SLA) and Performance Guarantee as per **Clause 8.5** as mentioned in this RFP. Payments will be released after submission of correct invoice as per bank's requirement along with required documents. However, payment procedure will be followed as below:

Payment will be released to maximum of two accounts of Vendor. The parent company or its 100 percent subsidiary company or by combined entities can participate in this process.

1 One Time Payment

The Payment against VSAT Hardware / equipment will be released one delivery of 100% VSAT hardware as per purchase order at bank's warehouse or designated ATM site.

Installation cost will be released on submission of invoice after successful installation and acceptance of link delivered at the ATM location. The invoice for installation charges should be submitted along with installation report signed and stamped by the respective branch manager.

Link acceptance will be provided by Head Office over email after successful testing of link and on submission of installation report by the vendor.

Penalty for delayed delivery of VSAT will be deducted from the payment against invoice of Hardware delivered.

Penalties for delayed commissioning of links if any, shall be calculated as defined in **Clause 8.10** of the RFP and will be deducted from the installation charges.

At the time of commissioning of links, the service provider has to arrange for Commissioning report containing the full details of the links commissioned which will be prepared /signed by the provider and validated by Bank/Network integrator of Bank.

2 Bandwidth Rental

The payment against bandwidth rental will be released as quarterly advance if and only if, Service provider submits Performance Guarantee as per **Clause 8.5** after deduction of penalties as defined in **Clause 8.10**. Else, the Recurring payment will be paid as Quarterly Arrear after deduction of penalties as defined in **Clause 8.12**.

The bandwidth rental should start from the date of handover of the working link. The date of handover of the link will be the acceptance date of link by bank.

Service Provider should submit down call and SLA reports towards links commissioned/maintained at our locations during the previous quarter along with the invoice.

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

3 Additional Chargeable Activity

Payment against changeable activity released during the contract period as per approved commercial and additional Work Order / Purchase Order will be released only after submission correct invoice along with activity report signed by the manager of respected bank location and reference Purchase Order.

8.14 Shifting of Link

Bank will issue separate Work Order for shifting of Link in same premises or to different premises at any point of time during contract period. The shifting order will be released as per approved shifting rate under rate contract in the scope of this RFP.

The shifting activity should be completed within 3 working days of release of PO through e-mail only. Hard copy of PO may be collected by Provider for their requirement. The links have to be shifted within a period of 3 working days from the Date of request for Shifting or the Date of Intimation from the Bank about the Site readiness at new location whichever is later. In case of shifting of link, the vendor has to provide all necessary material and work force within the approved shifting rate.

The shifting rates quoted by L1 bidder under this RFP is subject to negotiation. The same would be negotiated between Purchase Committee and the representative of L1 bidder. The mutually agreed rate will be treated as rate contract during contract period

8.15 Out Door Unit Installation

The installation of VSAT should not damage the roof top or **premises** in any means.

8.16 Resolution of Network Issue

The Selected bidder should provide a web portal accessible over internet to raise trouble ticket for each link. The selected bidder also have to provide a one stop contact number of helpdesk to raise ticket and get resolution details over phone.

The Service Provider should give a note on help desk operation, trouble ticketing (Pro-active/Complaints), call escalation, resolution procedure for attending downtime at each location. The SLA will be reviewed on a quarterly basis.

The Service Provider should not closed any ticket raised by network helpdesk on service provider's portal on following ground:

1. If the contact details provided are not reachable.
2. Network issue is not resolved and are not confirmed by bank's network helpdesk.

3. If the branch contact didn't pick up the phone, if the NOC team of service provider calls after business hour of bank.

8.17 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 R** 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 a period of five (5) years from the date of disclosure of such Confidential Information.

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

8.18 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.

8.19 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.

8.20 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.

8.21 Exit option and contract re-negotiation

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.
- b) OGB reserves its right to cancel the contract on event of Amalgamation / Merger of Bank with other entity of bank leading to change of network service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment due to termination of contract.
- c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to OGB at the site.

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

OGB has right to alter (increase or decrease) the number of Links. OGB has right to place order for additional VSAT or cancellation of any links to the bidder in the Contract.

8.23 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 on prorated basis from the date of each such payment.

8.24 Termination of Contract

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

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

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

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

8.25 Effect of Termination

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

8.26 Force Majeure

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

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

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

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

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

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

8.27 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.

8.28 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.

8.29 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.

8.30 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.

8.31 Applicable Law and Jurisdiction

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

8.32 Facilities provided by OGB:

OGB shall provide below facilities to the selected vendor:

1. Earth-Pit for Earthing at branch location.
2. Uninterrupted Power Supply (UPS) at network rack of branch, power supply plug.
3. Branch Router (Customer Premises Equipment) with Gigabit Ethernet (GE) Port / Fast Ethernet Port.
4. Backhaul Router interface Gigabit Ethernet (GE) Port / Fast Ethernet Port at DC and DRC.
5. Monkey protection for VSAT outdoor unit, subject to prior intimation by selected vendor on or before the day of installation of VSAT. Vendor will be held liable for any damage to VSAT after installation of VSAT, in case the requirement of Monkey protection is not notified to Bank on written.

8.33 No Damage of OGB Property

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

8.34 Fraudulent and Corrupt Practice

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

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

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

8.35 Limitation of Liability:

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

8.36 Governing Language

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

8.37 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, Khandagiri,
Bhubaneswar – 751030

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

8.38 Technical Specification

Bidder should provide VSAT with following specification:

1. The Reflector should be of 1.2m in diameter.
2. The cable between Out Door Unit and In Door Unit should be of RJ11 cable.
3. The modem and adapter should work in Indian house-hold standard power plugs.
4. The VSAT modem output should be with RJ45 Ethernet and should be terminated at Router Gigabit Ethernet port.

Section 9 - 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/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019 REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL.

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 5.8 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 - 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/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019 REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL.

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

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

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

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

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

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

As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith 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	2016-17	2017-18	2018-19
14	Net worth			
15	Turn Over			
16	Profit After Tax			

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/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019 REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL**. 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/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019 REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL**. 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/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019 REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL**. 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/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019 REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL** 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

Note: Bidder to put "NA" for Eligibility Criterion which are not applicable for selected Category of link.

Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
Applicable for Bidder for all Categories.			
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 Crores during the three financial years i.e. 2016-17, 2017-18 and 2018-19 or calendar years 2016, 2017, 2018 or bidder's financial years.</p> <p>a. Annual reports of 2016-17, 2017-18 and 2018-19 or calendar years 2016, 2017, 2018 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 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.

Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
3	<p>The bidder should have made operating profit in any one of the three financial years i.e. 2016-17, 2017-18, 2018-19 or calendar years 2016, 2017, 2018 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>		Bidder should submit Copy of the audited Balance Sheets for the preceding three years (i.e. 2016-17, 2017-18 and 2018-19).
4	ISO/TL Certificate: The Bidder should have required level of ISO 9001 and ISO 27001 certification related to Network Services and Customer services.		Bidder should submit copy of relevant ISO certificate need to be produced along with the Technical bid.
5	The Bidder should have their own & independent full-fledged "Network Management Centre (NOC/NMC)", round the clock (24x7) manned by skilled & technical manpower, for efficient central & remote monitoring, configuration, diagnosis troubleshooting and performance management of backbone network and last mile network of customers.		Necessary details such as location details, Technology used & resources deployed etc. to be submitted.
6	The Bidder should have service support center in Odisha and Undertake to provide seamless service to branches from the service support centers.		Bidder should submit details of service support center along with undertaking on letter head of bidder.
7	The Bidder must ensure that the key project personnel to be employed in this project have been sufficiently involved in similar installation, executed by the Bidder in the recent past.		Bidder should submit an undertaking for deployment of key project personnel as single point of contact for delivery and service.
8	The bidder should have support presence in thirteen service district of Odisha Gramya Bank viz Khurda, Puri, Nayagarh, Dehkanal, Anugul, Cuttack, Bhadrak, Balasore, Jajpur, Mayurbhang, Keonjhar, Jagadsinghpur, and Kendrapada with direct service centers or exclusive franchisee service centers or authorized service centers. These locations should be staffed with support personnel with experience in		Bidder to submit the service center / support staff details along with full address and contact numbers as per format provided in "Annexure J - Details Of Support

Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
	service support of equipment or services proposed to be used under this bid.		Infrastructure Available With Bidder” of the RFP along with the technical bid. (Documentary proof should be attached).
9	The bidder should not have been blacklisted or de-pannelled due to unsatisfactory service, by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company 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.
10	The bidder should bid directly. The bidder should not bid through third party or any other agency.		Bidder should submit self-declaration on company letter head
11	Security Certificate: All wireless connectivity should be certified for security by a reputed organization.		Bidder need to produce the security certificate or a declaration for wireless security, along with technical bid.
12	<p>Managed Services and Remote NOC:</p> <ul style="list-style-type: none"> • The Bidder should own and operate a complete Primary and Redundant Network Operation Centre (NOC), in its own premises, • Such NOC should be working 24 X 7 to take care of the Network management for the Bank. • Such NOC should be managed by certified Network engineers (Number of Engineers and their qualifications should be provided along with the technical bid). • The NOC should have been in existence for a minimum of last 3 years. • The NOC should possess ISO/ITIL/TL compliant certification. • The NOC should have direct access to OEM TAC. • The NOC should have professional support services from backbone equipment vendor /OEM. • The Bidder should have a centralized Help Desk on 24 X 7 basis to take care of the Network management for the bank and an exclusive Toll free number of Help Desk for the bank is to be provided to the Bank. 		Bidder has to submit a detailed report and (or) certificates.
13	The Bidder could be Original Equipment Manufacturer (OEM) for VSAT Hardware and Satellite Modem or premium partner / authorized reseller of the VSAT hardware and Satellite Modem in India. The Bidder must be in position to provide support / maintenance during the period of contract with the Bank.		Bidder, be it OEM or premium partner / authorized reseller, should submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in “Annexure I - OEM / Manufacturer’s

Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
			Authorization Letter” of this RFP.
14	The Bidder should be a VSAT service provider. The Bidder should be able to give end-to-end network solution, with last mile on VSAT for Banks. The bidder should be approved VSAT service providers by Telecom Regulatory Authority of India (TRAI).		Bidder should submit a copy of license. In case the bidder has license where validity is less than 5 years, a declaration should be submitted by the bidder regarding obtaining renewal/fresh license.
15	The bidder should have deployed VSAT System in at least one Scheduled Commercial Bank or any Bank in India with minimum 200 Ku-Band VSATs and maintained for more than 3 years.		Bidder should submit copy of Purchase Order or Completion certificate from respective bank(s).
16	The bidder should have their own operational HUB with a requisite wireless planning commission (WPC) clearance. The Bidder / consortium partner also must have VSAT network with valid license to operate in India and should be valid throughout the contract period.		Bidder should submit a copy of license.
17	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.		Pre-Contract Integrity Pact with Odisha Gramya Bank, on a stamp paper of Rs.250

Annexure K - OEM / Manufacturer's Authorization Letter

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

Date:

To:

WHEREAS

We _____, are official manufacturers/OEM vendors of _____.

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

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

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Seal:

Dated on _____ day of _____, _____

Annexure L - Client Reference

**OGB/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019 REQUEST FOR PROPOSAL (RFP) FOR THE
PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX
MODEL**

Details of Link provided by VSAT Links in the last 3 years

Sr. No	Organization	Contract details of Client	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) 2019, between, on one hand, Odisha Gramya Bank acting through Shri _____, Designation of the officer of Odisha Gramya Bank, a Regional Rural Bank and an enterprise of the Government of India constituted under the Regional Rural Banks Act 1976 (21 of 1976) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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

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

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

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

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

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

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures. The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

Article 1: Commitments of the BUYER

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

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

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

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

Article 2: Commitments of BIDDERS

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

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

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

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

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

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

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

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

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

Article 4: Previous Transgression

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

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

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

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

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

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

Article 5: Criminal Liability

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

Article 6: Earnest Money (Security Deposit)

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

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

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

6.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of

Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

Article 7: Sanction for Violations

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

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

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

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

Article 8: Independent External Monitors

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

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

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

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

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

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

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

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

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

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

Article 9: Facilitation of Investigation

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

Article 10: Law and Place of Jurisdiction

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

Article 11: Other Legal Actions

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

Article 12: Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period,

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

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

Article 13: Code of Conduct

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

Article 14: Examination of Books of Accounts

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

Article 15: Legal and Prior Rights

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

Article 16: Other Provisions

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

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

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

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

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

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

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/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019 REQUEST FOR PROPOSAL (RFP) FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF KU-BAND VSAT WITH POOLED BANDWIDTH IN CAPEX MODEL

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 for Category 1 Links
(Company letter head)**

OGB/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019

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

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

Table# 1: (One Time Cost)

Sl. No	Details	Units	Unit Cost	Total Cost	GST %
One Time Cost (OTC)					
1	1.2 Meter Ku-Band VSAT equipment cost	50			
2	Installation and provisioning Charges				
4	Total OTC of Sl. Nos 1 to 3		(A)	(B)	

Table# 2: (Annual Recurring Charges)

Sl. No	Details	Units	Unit Cost	Total Cost per year	Numbers of year	Total cost for 5 year	GST %
5	Pooled Bandwidth of 128Kbps (Including Backhaul Bandwidth Charges and all additional ARC)	2			5		
6	Annual Maintenance Cost per year	50			5		
7	Total ARC of Sl. No 5 to 6		(C)	(D)	5	(E)	

Table# 3 (Additional Charges not within Warrantee)

VSAT Hardware				
Sr. No	Episode	Action to be taken by Vendor	Prices per item in Rs.	Remark
1	IDU damage due to abnormal site conditions	Replace IDU		
2	ODU damage due to Force Majeure or abnormal site conditions	Replace ODU		
3	Reflector damaged due to force majeure or abnormal site condition	Replace Reflector		
4	Antenna damage due to Force Majeure	Replace Antenna		
5	Cable damage	Replace cable		Cable laying & conducting should be carried out by Bank
6	Feed Damage due to Force Majeure	Replace feed		
7	Power Adaptor due to abnormal site conditions	Replace Adaptor		
8	LNA/LNB	Replaced LAN/LNB		
9	Procurement and installation of Monkey Protection Cage around VSAT ODU	Build and install a monkey protection cage around VSAT ODU		
Shifting services				
Sr. No	Episode	Action to be taken by Vendor	Prices per item in Rs.	Remark
10	An installed & commissioned VSAT to be shifted to another site in same city (Intracity Shifting)	Dismantle the VSAT, shift it to new site and install it (site survey included)		Stock transfer invoice has to be provided by bank at old location for transportation purpose. Cable laying with conduit should be done by customer.

11	An installed & commissioned VSAT to be shifted to another city (Intercity shifting)	Dismantle the VSAT, shift it to new site and install it (site survey included)		Stock transfer invoice (& road permit if required) has to be provided by bank at old location for transportation purpose. Cable laying with conduit should be done by customer.
12	A VSAT needs to be shifted on the same terrace	Do the shifting as required.		Cable will be charged extra if required
13	A VSAT needs to be shifted within the same building	Do the shifting as required.		Cable will be charged extra if required
14	VSAT needs to be shifted on adjacent building within same premises	Do the shifting as required.		Cable will be charged extra if required
15	IDU shifting	Do the shifting as required.		Cable will be charged extra if required
16	Only Survey	Check the feasibility for VSAT installation		
17	Abortive visit due to customer end issue e.g. permission/earthing/UPS not available,			
18	Only de-installation e.g in case of demolition and new location is not final			Bank official should accept the material delivery

All activities from serial number 1 to 9 of Table#3 should include transportation, engineer visit and installation charges.

Total Cost for L1 selection = (B) + (E) (exclusive of applicable taxes)

Amount in word:

***The SUM of price indicated in (B) and (E) will be considered for selection of L1 bidder.**

NOTES:

1. In case of discrepancy between unit price and total price, the unit price shall prevail.
2. The GST at actuals is payable extra. Applicable TDS on all payments, if any will be deducted from the payments due to the vendor on whom Purchase Order is placed.

We certify that price quoted are all-inclusive (excluding applicable Government Tax component) as per clause 1.11 of the RFP No. **OGB/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019**. We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No. **OGB/IT/RFP/NETWORK/002/2019-20 dated 9th August 2019**.

Authorised Signatory:

Name and Designation:

Office Seal:

Annexure P - Non-Disclosure Agreement

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

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

AND

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

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

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

NOW THEREFORE

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

Article 1: Purpose

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

(STATE THE PURPOSE)

Article 2: DEFINITION

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

Article 3: NO LICENSES

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

Article 4: DISCLOSURE

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

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

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

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or

damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

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

Article 9: DISPUTE RESOLUTION

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

Article 10: GOVERNING LAW AND JURISDICTION

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

Article 11: NON-ASSIGNMENT

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

Article 12: TERM

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

Article 13: INTELLECTUAL PROPERTY RIGHTS

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

Article 14: GENERAL

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

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

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

Witness 1:

Witness 2: