



ODISHA GRAMYA BANK

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

**RFP Ref No. OGB/RFP/ITD/NETWORK/001/2019-20 dated 04th May 2019
(Re-Tender) REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR
MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES
AND BRANCHES**

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

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

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Checklist

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

1. Demand Draft / Pay Order Rs.10,000.00 (Rupees Ten Thousand only) + Rs.1,800.00 (Rupees One Thousand Eight Hundred only) "towards GST" towards cost of Bid document in Envelope –'A'
2. Bank Guarantee of INR 20,00,000/-(Rupee Twenty Lakhs only) towards Bid Security in Envelope –'A' Earnest Money Deposit (EMD)
3. Eligibility Criteria, Technical and Commercial Bids are prepared in accordance with the RFP document.
4. Envelope 'A'- Eligibility Criteria Response and Technical Bid.
5. Envelope 'B'- Commercial Bid.
6. All the pages of Eligibility Criteria Response, 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
4G	Fourth Generation
MPLS	Multiprotocol Label Switching
RF	Radio Frequency

Section 1 - Bid Schedule and Address

S.No	Description of Information/ Requirement	Information / Requirement
1.	Tender Reference Number	OGB/RFP/ITD/NETWORK/001/2019-20
2.	Date of Issue of RFP	04 th May 2019
3.	Last date for receipt of queries, if any.	08 th May 2019, 17:00 hours
4.	Pre Bid Meeting	09 th May 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	27 th May 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.	27 th May 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.	28 th May 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.	S. K. Basa – Sr. Manager IT A. Patra- Manager-IT
11.	Address for Communication / Submission of Bids	The General Manager, Information Technology Dept., Odisha Gramya Bank, Head Office, AT- Gandamunda, P.O. – Khandagiri, Bhubaneswar – 751030.
12.	Contact officials for any clarification.	Mr. S K Basa – Sr. Manager IT - 0674-2353045 Mr. A. Patra – Manager-IT - 0674-2353033
13.	Contact e-mail ID	network@odishabank.in HOD-IT@odishabank.in

Note:

1. Bids will be opened in the presence of the Bidders' representatives who choose to attend.
2. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
3. Bids sent through post/courier will not be accepted/ evaluated. Bids should be submitted in the tender Box.

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).

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

2.2 Objective of this RFP:

Odisha Gramya Bank (hereinafter referred to as "Bank") invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") for Selection of Service Integrator (hereinafter referred to as "SI") for maintenance of bank's existing network setup at Data Center (hereinafter referred to as "DC"), Disaster Recovery Centre (hereinafter referred to as "DR" or "DRC"), Regional Offices (hereinafter referred to as "RO"), Head Office (hereinafter referred to as "HO") and Branches (hereinafter referred to as "location" or "Branches").

Annual Maintenance Contract (AMC), Annual Technical Support (ATS) and subscription of network hardware and tools used at DC and DR will under scope of the selected bidder. Configuration of all network equipment used in bank's network will be under scope of selected bidder.

The Annual Maintenance Contract (AMC) of routers and network field support at Branches, ROs will be under scope of Bank. The configuration of Routers, Managed switches and other network hardware installed at Branches, ROs and Head Offices will be under scope of the selected bidder of this RFP.

Bidders with unsatisfactory past record need not apply.

2.3 Background

The Bank' Data Center (DC) is located in Chennai and Disaster Recovery Center (DRC) at Hyderabad. The DC and DRC are connected to the Branches, Regional Offices and Head Offices through Wide Area Network. The entire network uses a mix of MPLS/Leased Lines /RF/ VSAT connectivity through BSNL / Airtel / Hughes / Vodafone and Nelco etc.

A network help desk has been setup at HO, Bhubaneswar to receive down calls from branches and ROs. All activity like receiving network complaints from branches, basic troubleshooting and follow-up with network service providers for branches and ROs are being managed by the network help desk at HO.

Bank has an existing System Integrator EIT Services India Pvt Ltd, (formerly known as HP India Sales Pvt Ltd / HP Enterprises Pvt Ltd) as a Single Point of Contact for network of DC, DR and network configuration of all locations and offices of bank.

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

Bank's DC and DR are also connected to the DC and DR of Sponsor Bank Indian Overseas Bank, ATM Switch of FIS, DC and DR of C-Edge.

Bank is having Internet, DMZ and LAN zone at both DC and DR.

2.4 Responsibilities of the Successful Bidder

1. The successful Bidder shall be single point of Contact for all Network related activity and support as described in the Scope of Work under “**Section 3 – Scope of Work**”, and will be fully responsible for overall deliveries, Project Management and co-ordination as specified in sections below.
2. The period of the contract will be 3 years from the completion of Transition period, subject to mutually agreed terms and conditions. There will be a Transition period of 3 months from the effective date mentioned in the PO to take over the support of in-scope applications from the existing vendors. The Contract Period of 3 years will start after the Transition period. The Bidder is required to provide Facility Management support for all the in-scope applications and infrastructure throughout the tenure of the contract without any extra cost to Bank as mentioned in Section 3.

2.5 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.10,000.00 (Rupees Ten Thousand only) + Rs.1,800.00 (Rupees One Thousand Eight Hundred only) “towards GST”** 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.

2.6 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.

2.7 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 for bidder:

The scope of work for the Bidder would include but not limited to maintain and support of the network infrastructure of DC, DR, configuration of Regional Offices, branches and Head Office, support & maintenance of Network hardware / devices, network tools and providing L1 & L3 resource at DC, one L1 resource at both DR and Head Office for the tenure of the contract. The broad Scope of work (not limited to) for the Bidder is as below:

1. Transition from the existing SI and run the current setup on AS IS WHERE IS basis.
2. Facilities Management Services for existing network infrastructure of bank excluding hardware AMC of router located at branches and network field support for branches, ROs.

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3. Annual Maintenance Contract of all network related hardware like Routers, Switches and Firewalls listed in this RFP at DC and DRC.
4. Procurement and (or) renewal of license on subscription model for Routers, Switches and Firewalls at DC and DRC as per requirement.
5. Procure & Implement new or renew the existing Network Management Tools like Network Monitoring Systems (NMS), Reporting Tools as per best requirement for DC, DR and branch environment.
6. Monitoring and Management shall be done on 24x7 basis for DC and DR during bank business activity and post business activity for all working and non-working days of bank. At least one Network Engineer should be physically present at DC and DR between 8 AM and 8PM during all working days and 10am to 7pm during non-working days. For any kind of network issue at DC or DR from 8PM to 8AM, L3 network engineer should extend either physical or remote network support to resolve the network issue at DC and DR.
7. Configuration of Routers, Switches and Firewalls at DC, DR, Offices and Branches to meet the requirement of existing and up-coming network requirement of Bank. All configuration changes and new network configuration should be done by the selected bidder without any additional cost to bank.
8. Management & configuration of exiting network to optimize and integrate the bank's network with network of other service providers of bank as per requirement of bank during the contract period.
9. Ensure integrity and security of bank's Network, CBS and other business critical application as per security standard followed across banks in India and the bidder should have their own Security Operation Centre (SOC) for intrusion detection and intrusion avoidance.
10. Program Management of the entire Infrastructure, implementation and facility management for DC and DR.
11. Continuous enhancement, changes and up-gradation of network infrastructure of bank to meet the present and future requirements of bank during the contract period without any additional cost to the bank.
12. Bidder should to Quarterly Performance assessment of entire bank's network infrastructure of bank to best suit for CBS, Server, Database, Payment channels, network integration with other providers and submit the report to Network Cell of bank. Bank will do VAPT and other audits related to network by engaging third party auditors one in a year. The bidder to cooperate and extend full support to the third party auditor.
13. Conduct periodical DR Drills (a minimum of one in every Calendar Quarter) for all applications in coordination with CBS Service Integrator as per schedule of Bank. The timing and period of the DR Drill will be decided by the bank and network SI should provide extended support during the activity to meet the requirement of DR Drill or emergency DR movement.
14. The Network SI shall manage the network configuration requirement all existing payment systems i.e. NEFT, RTGS, IMPS, ATM, RGCS, AEPS etc. or Electronic Direct Benefit Transfer Systems like APBS, PFMS, NACH, or systems to be to be rolled out in future. The changes required by the regulators should be carried out without any additional cost to the Bank and within the stipulated period.
15. The network SI should configure and provide network support for all application as and when required by the bank without charging any extra cost to the bank. The support should be only for network related activity and changes.

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16. The above is only an indicative list of tasks expected from the Network SI. The scope extends to all that is essential to discharge the role of a System Integrator, whether or not stated expressly, except to the extent so explicitly excluded.

3.2 Network Operations Center (NOC):

The network operations center shall be managed by the System Integrator. NOC management is based on a centralized model with IT resources located at:

1. One L1 Network Engineer at Head Office
2. One L2 and one L3 Network Engineer at DC, Chennai
3. One L3 Network Engineer at DR, Hyderabad

Centralized Display for network status monitoring for all locations including DC and DR should be provided at Head Office.

3.3 Network Security.

Bidder should do annual internal audit of network to identify security vulnerability and resolve the same. Bank will do VAPT and other audits related to network by engaging third party auditors once in a year. The bidder to cooperate and extend full support to the third party auditor. The selected bidder should extend all support and reports to Bank assigned SOC and Auditor as an when required. Bidder should factor the cost of any tools required for VAPT and security audit.

The below security components are already implemented and managed / under implementation by the System Integrator:

- Application Delivery Controller with Web-Application firewall management
- Proxy Server
- Firewalls
- Intrusion Prevention System
- Management of other security infrastructure

The Selected Network Service Integrator should provide subscription, configuration and support for the existing components. The SI should place required process for any kind of changes as per security policy of bank. The selected bidder will be responsible for integrity and security of entire network architecture of bank.

3.4 Network Support:

Bidder need to provide network support at DC, DR, Offices and Branches as per following:

1. For administration of bank's network, one L3 and one L2 resources should be deployed at DC, one L3 resource should be deployed at DR, and one L1 resource should be deployed at Head Office of OGB.
 - All resources at DC, DR and Head Office should be competent in managing complex network in BFSI domain.
 - **All resources at DC, DR should be under bidder's payroll and should not be sub-contracted.**
 - The L3 Engineer should have minimum experience of 2 years as L3 network engineer in managing network infrastructure along with data center network of any bank / Financial / Insurance organization in India.
 - The L2 Engineer should have minimum experience of 2 years as L2 network engineer in managing network infrastructure along with data center network of any bank / Financial / Insurance organization in India.
 - L1 resource deployed at DC and DR should have be fluent in spoken English and Odia. The L1 engineer should have at least 2 years of managing network infrastructure of any bank / Financial / Insurance organization in India.
 - L1 resource deployed at Head Office should be fluent in spoken Odia and English and should be available during Head Office hours of bank and as an when required during holidays.

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2. The LAN network and Network hardware such as routers, switches and firewalls within the DC/DR should be managed and maintained by the selected bidder.
3. Coordinate with Network Service Providers, SI for CBS, other vendors and organization like NPCI, IOB for all kind of network requirement and implementation.
4. Coordinate with Network Service Providers to resolve network related issues at DC, DR, offices and branches.
5. Any deviation in the SLA should be brought to the notice of the Bank.
6. Escalate the unresolved calls as per escalation matrix and provide a report on pending issues every fortnight.
7. Provide timeframes for providing a solution of resolution of the escalated calls. The System Integrator is to handle all incidences as per the Bank's Incidence Management Policy with proper documentation.
8. Prepare Root Cause Analysis document with the root cause and resolutions provided for major issues such as:
 - o Delayed response times
 - o Network Performance issues
 - o Cause of downtime if any.
 - o Decide on preventive maintenance schedule with the Bank
9. Perform quarterly BCP/DR drill in coordination with SI for Bank's CBS of all in scope applications.
10. Provide infrastructure support for deployment of routers, switched, LAN cabling, servers in cage area of bank.
11. Act as representative of bank at DC, Chennai and DR, Hyderabad for coordination with data center vendors and other vendors of bank.
12. Managing/updating/troubleshooting/issue resolution/configuring changes for network integration with other vendors or service provider of bank.

The Bank reserves the right to increase or decrease the number of network resources depending on its requirements at any time. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Bidder is expected to quote a per resource rate (per man month rate), which shall be used in case the Bank orders for lesser or more number of seats at the helpdesk or data center.

3.5 Hardware Refreshment of End of Support Devices

A list of network hardware having End of Support within January 2020 has been listed under "Section: 2 – Hardware Refreshment" in "Annexure R - Commercial Bid". Bidder should replace these EOS network hardware at DC and DR, with new similar hardware having same or higher configuration.

1. The new hardware provided should be configured by the selected bidder as per existing network configurations.
2. The ownership of the new hardware should be with Odisha Gramya Bank.
3. The new hardware should have minimum of one year back to back Warranty from OEM and back to back AMC from OEM there after till the end of contract.
4. **Bidder should quote the cost of new hardware "Section: 2 – Hardware Refreshment" in "Annexure R - Commercial Bid".**

Payment against these new hardware will be released as per payment terms mentioned in "1. Hardware" in section "8.12 Payment Terms:"

3.6 Annual Maintenance Contract (AMC)

The selected bidder should sign Annual Maintenance Contract with bank for on-site maintenance support for network devices located at DC and DR. The List of hardware for AMC are provided under "Section: 1 – Annual Maintenance Contract (AMC)" in "Annexure R - Commercial Bid".

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The selected bidder should provide back to back AMC for listed network devices in “Section: 1 – Annual Maintenance Contract (AMC)” in “Annexure R - Commercial Bid”. The Bidder should buy the support license, patch updates (if any), back to back warranty or AMC from OEM.

Bidder will be responsible for Warrantee and (or) AMC support of all network hardware at DC and DRC till the end of contract period.

Bank have engaged another vendor for network field support at branches for hardware AMC of routers, replacement of LAN, ROUTERS and SWITCHES.

Successful Bidder of the RFP will be responsible for network management and all network hardware AMC at DC and DR.

Along with this, the successful bidder will be responsible for configuration of all network devices installed at DC, DR, branches, offices and other locations of bank.

The successful bidder of this RFP will be responsible for entire network architecture of bank along with hardware AMC of network devices at DC and DR

3.7 Firewall Management and Security

The L3 network support person should be competent in configuration of firewall as listed below. The selected bidder should AMC and configure the firewall installed at DC and DR. All type of AMC, license procurement and subscription should be provided by the selected bidder.

The selected bidder will be responsible for security of the entire network. Bidder should provide the requirement of other network security products like IDS, IPS, Security Manager, etc. to be included in bank’s network architecture during pre-bid meeting. All change request to firewall configuration or to network architecture should be validated by change request management team of Bank and security team of bidder before implementation.

Selected bidder should do periodic audit of firewall in use.

The list of firewalls available at DC and DR are as follows:

SL No	Network HW	Type	Location	Count
1	New Proposed Firewall as replacement of existing EOS Juniper SRX 650	Firewall	DC - Chennai	2
2	New Proposed Firewall as replacement of existing EOS Juniper SRX 650	Firewall	DR - Hyderabad	2
3	Fortigate 500D	Firewall	DC - Chennai	1
4	Fortigate 500D	Firewall	DR - Hyderabad	1

3.8 Network FMS / NOC

1. Facility Management services at Bank’ Network Operation Centre by deploying the professionals to support with shifting duty hours for managing all routers/switches/modems/WAN Links as deployed in Bank WAN Network. A display of online branch status should be provided at Head Office, NOC for better monitoring of network.
2. Installation, Configuration, Integration, Implementation and Maintenance of WAN Links at Bank Branches/offices mentioned in the RFP as per Bank’ requirement.
3. Vendor Management Services:
Bidder shall be coordinating / liaison / deal with all network service providers including BSNL/Airtel/Vodafone/Hughes/Tata/Nelco/Reliance etc for the link / bandwidth availability as per service levels. Bidder has to immediately log call / book the complaint and register the

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docket number against the same. Bidder has to continuously follow up with the Link provider for immediate restoration of required link services. Furthermore, after link is restored, Bidder shall have to give details about the nature of fault/ attributable reason to Bank for each link on daily / weekly / monthly / quarterly reports. Any serious break down will feature in the weekly Event Management report.

4. Overall configuration of each and every equipment procured/installed under Bank' WAN network project, IP Telephony infrastructure, other Hardware etc.
5. Performance tuning and ensuring performance on the network as per the SLA.
6. Perform NMS Operations to meet the SLA Targets and generate desired reports for every kind of suspicious entries, network trends, historical reports, bandwidth optimization and usage etc. on monthly and on requirement basis. It is a responsibility of the Bidder to present all these reports at the time of Audit.
7. Checking Network status and taking remedial action in case of problems.
8. Daily monitoring of LAN & WAN through tools provided by the Bank / Successful Bidder or manual testing, troubleshooting and reporting as defined under network monitoring services.
9. Configuration/Reconfiguration of routers, modems, switches, NTU, IDU, IP phones, Video conference etc. for network connectivity, as and when required.
10. Configuration and deployment of policy on Intranet and Internet Firewalls deployed at Data Centres.
11. The Bidder shall maintain an updated inventory/asset list of complete IT network infrastructure and an updated set of configuration documents for LAN/WAN network diagrams with relevant details.
12. The Bidder shall provide services for link/devices augmentation/deletion, relocation/ connection/ disconnection etc., as and when required.
13. Maintain and update IP address allocation & optimum management of IP addresses through DHCP/Static entry, whichever is suitable depending upon requirement. The Bidder is also required to understand the existing IP addressing scheme for integration and accordingly allocate the IP addresses for a new WAN/LAN segment, as per scheme.
14. The Bidder shall be responsible to provide Network Monitoring Services for management purposes or can use Bank' existing monitoring tool.
15. Making sure the high availability & reliability of network at all times and performance tuning.
16. Monitor the link status like peak utilization, normal utilization etc. Where Peak utilization stands for the time frame where the maximum bandwidth is used, whereas normal is the regular utilization.
17. Monitor the critical errors in switches and routers and do necessary fault identification & rectification.
18. Monitor the critical errors in Branch and Data Centre links and any other transmission media and do necessary fault rectification and other devices in the network. Configure/reconfigure the switches and routers remotely, if required.
19. Collect the data flow on basis of time, interface, IP address, application wise for traffic analysis. Sending alerts to concerned people regarding critical errors
20. Bidder needs to complete the analysis within 30 minutes from the time alert is raised by the NMS tool

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and if problem is detected at service provider end, Bidder needs to log the call within 45 minutes of the alert raised by the NMS tool.

21. Maintaining complete details of network hardware along with interfaces, IP address, IOS version etc.
22. Redesigning of network architecture as and when required by the Bank. Configuration of new backhauls as an when deployed by bank designated network service provider.
23. Configuration of connectivity with third party vendor's data centre or NOC over private VPN or internet as per bank's requirement.
24. In case, the Bank decided to increase the bandwidth of existing vertical/horizontal links for which bandwidth is provided by service providers(ISPs) then in such case Bidder has to co-ordinate with the link service provider to in timely up-gradation and integration of the bandwidth. The Bank would pay the Cost of additional bandwidth to the service provider. The Bidder has to ensure timely integration of required bandwidth with Bank' WAN Network project, which is provided by BSNL/ link service provider during entire contract period.
25. Therefore, it shall be the responsibility of the Bidder to resolve the link issues on priority in coordination with Link Provider. It should be noted that penalty would be imposed on Bidder in case link is not available with on the following conditions:
 - a. Without proper justification of downtime, reason, Docket number (link provider) or or not generating docket number with network service providers on time
 - b. Backup link is not operational wherever available due to configuration issue at bank's routers.
 - c. Monitor the Link failures and Overall link management with Link Provider includes:
 - i. Fault Detection
 - ii. Centralized call logging
 - iii. Physical Testing for link quality
 - iv. Fault resolution to meet QoS (Quality of Service) defined in SLA.
 - v. Coordination with Link Service Provider by verbal and written communications to ensure Service levels are maintained
 - d. Configuration of redundant connectivity at branches and DC and DR to avoid downtime at branches.
 - e. Bidder shall coordinate with all the vendors for upkeep of equipment deployed in the Bank' WAN network to meet the SLA and shall liaison with various bidders/OEMS for related works, equipment & Services.
26. Bidder shall also maintain database of the various Vendors and service providers for Bank', including details of deputed persons like contact person, with complete address, telephone & mobile numbers, email, escalation matrix, response time and resolution time commitments etc.
27. The Bidder shall, if required, escalate and log calls with different Vendors/OEM's and service providers (such as BSNL) and coordinate with them to get the problems resolved.
28. The Bidder shall define change management procedures and also ensure that no unwarranted changes are carried out in the entire network or its constituents. Any changes shall be incorporated with prior approval of the Bank.
29. The Bidder shall do proper version management of these configurations as they are bound to change from time to time.

3.9 Security Information and Event management

1. As of now, Bank is using Fortinet Firewall at Internet interface of DC and DRC. Bidder should procure required license for IPS / IDS applicable for Fortinet (Fortigate) Firewall for the period of the contract.

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2. Bidder should factor the license cost and management cost for deployment and maintenance of IPS in existing firewall.
3. Bidder needs to do the sizing and inform the bank if any augmentation is required and integrate all critical devices /servers for log management and correlation and maintain the same for the additional devices
4. All the integration responsibility of the new and existing devices lies with Bidder
5. Bidder needs to do proper log management and correlation and a report of the same needs to be submitted every week to the bank highlighting the gaps and ways to prevent the same. If any gaps are found by the Bank, the same needs to be fixed by the Bidder

3.10 Network Infrastructure Management

Bidder is to manage the network infrastructure, which will be handed over to the successful Bidder as part of this tender. Bidder shall deploy the resources as per the minimum deployment level. Bidder should independently arrive at the sizing and deployment plan to meet the RFP requirements (As per scope of work and SLAs) adhering the minimum deployment level. Bidder shall deploy resources at no extra cost if the proposed deployment do not meet the RFP requirements and SLAs.

Procurement, AMC and maintenance of routers, switches and modems at branches and offices will be on the scope of bank. However, the selected bidder should provide the configuration and security identification for branch network equipment as per requirement of bank's network operation and security.

All the AMC, licenses, maintenance and configuration of routers, switches and firewalls at DC and DRC will be in the scope of the bidder.

3.11 Monitoring

This part of the Bidder deliverable should aim at taking proactive measures by keeping an online track on the failures or alerts reported by the monitoring tools, which have or could have impacted the availability of the systems for the intended business functions. It also aims at ensuring smooth functioning of the system by carrying out the day-to-day maintenance / operational activities based on the implemented solution and process.

The following services should be executed as part of Network Monitoring services:

1. Monitoring of failures of MPLS/Lease Line/RF/VSAT/GSM(3G/4G) any other link deployed in the WAN impacting network availability to the location
2. Bidder should take appropriate defined actions to restore network availability to the location by use of available backup mediums. Bidder should ensure maximum uptime for network devices if a device experiences less than uptime defined in Service Levels in a month due to hardware failure like MUX etc. then Bidder should coordinate with respective WAN Service Provider to replace the same with an equivalent device at no additional cost to Bank.
3. Bidder has to provide the onsite support at Bank' NOC, during service windows for managing & liasioning of the links in three shifts. The Bidder should decide and provision the number of resources based on about 1000 links with 10%-15% growth on year on year basis. The Bank and the Bidder will review the performance of the links once in a month for uptime, Bandwidth utilization, QoS etc.
4. The Bidder should provide the Link uptime report, Device uptime report, latency report as decided by the Bank from time to time, Report on Round trip time delay and other reports as decided by the Bank from Bank' available monitoring tools on periodical basis.
5. The responsibilities of the Bidder will also include:
 - i. Round the clock Network Monitoring from WAN Network NOC at DC / DR / Head Office.
 - ii. Network Performance Management
 - iii. Configuration Management of branch networking equipment
 - iv. Round the clock Network Fault Management of WAN Network
 - v. Carrier/ Link Management of Bank branches/offices
 - vi. Troubleshooting of problems arising in the network and resolving the same.
 - vii. Documentation of problems, isolation, cause and rectification procedures for building

knowledge base for the known problems.

- viii. The Bidder shall maintain complete configuration (in hardcopy & softcopy) details of the following items installed under Bank' WAN Network:
- ix. Managing and monitoring a commissioned network on (24x7) for Network and Facilities of Bank' WAN network including:
 - Network management
 - Link management
 - Fault / incident management
 - Problem Management
 - Change Management
 - Bidder Management
 - Help desk Management
 - Configuration & Management
- x. Management and Monitoring should be based on ITIL framework
- xi. The Bidder shall be responsible for overall co-ordination, liaison services with the Service Providers for required uptime of links provided by the service provider. Bidder has to co-ordinate with service provider and the Bank.
- xii. The Bidder shall handle all matters relating to the configuration and operation of the routers, Switches, modems and other network equipment and IP Phone including but not limited to application, system interfaces, documentation and training.
- xiii. The Bidder should provide time bound escalation matrix for project implementation as well as regular support and maintenance.
- xiv. The Bidder should ensure that End-to-End QoS configured (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc.
- xv. The network monitoring reports available from the Bidder should comprehensively address all the issues relating to performance, availability, Bandwidth Utilization and uptime etc.
- xvi. Bidder will be responsible for all required configurations in new routers and Bank Existing branches routers of all Bank branch/offices.
- xvii. The Bidder should provide reports for Interface availability, interface traffic statistics, interface response time monitoring, and interface errors and Bandwidth Utilization report.
- xviii. Any software support like update/enhancement/upgrade etc. as defined below released till the completion of contract period shall be supplied, installed and commissioned free of cost by the Bidder. However, any such software support like update/enhancement/upgrade shall be communicated to the Bank by the Bidder within a period of two weeks from the date of release, during the entire contract period.
- xix. All kind of configuration required for branch business /ongoing projects/upcoming projects should be facilitated by Bidder for branch routers and other network equipment. Bank has liberty to re-deploy the branches networking equipment to any of the bank locations or third-party locations. Bidder has to provide the necessary support for all branch networking equipment irrespective of their locations.
- xx. The Bidder has to manage the IPs address and IP schema of the Bank.
- xxi. The Bidder should coordinate for integration of the communication equipment/link to the existing network/maintenance related issues. In case of any integration problems with the existing network, the Bidder will be responsible for resolving the same.
- xxii. The router required for terminating the Circuits at /branches/offices site will be provided by Bank and the Bidder needs to do the configuration in collaboration with the vendor of the Bank.
- xxiii. The Bidder should configure end-to-end traffic engineering (end to end means CE to CE).
- xxiv. The Bidder should setup IPSec encryption with coordination of core network team.
- xxv. Maintenance of daily / Weekly and monthly uptime/downtime report should be submitted.
- xxvi. Co-ordination with BSNL / link service providers/vendors for replacement/maintenance of defective Networking Hardware/Software (like Routers, modems, NT1 etc.) and escalation, if necessary
- xxvii. Hardening of all the network equipment installed at branch & offices in coordination with the Core network team.

3.12 Performance Measurement

1. Assess and publish metrics on the quality of services being provided.
2. Produce performance reports on all Service Levels, inclusive of all events associated with the management of change requests, incidents and problems and detailing deviations in performance delivered to end users.
3. Contribute to a program of continuous service improvement.
4. Carry out periodic service evaluation reviews to assess whether service need enhancement or a new type of service is required.
5. Identify and assess improvement opportunities.
- 6.
7. Report unplanned downtime and on-going availability metrics of applications and systems
8. Form part of providing a central point for the monitoring and reporting of all IT service capacity and availability.
9. Execution and reporting of customer services to measure the end user's perception of the service –A report on full cycle of any transaction type, e.g. opening of account, Deposit of cash, sending NEFT etc can be provided to measure Bank's performance against benchmark.

3.13 Help Desk and Tools

The Bidder need to provide Help Desk and NMS tool.

Bank is having below tools in place as listed in Table# 3.1 and bidder should provide necessary tools to generate all reports as listed in Table#3.2.

Table # 3.1: Name of Network related Tools in use			
SI No	Name of Tools	Details	Purpose
1	HP Business Service Management	HP BSM software helps organizations to optimize their IT infrastructure by monitoring, alerting and acting upon incidents that potentially impact infrastructure, application and business process availability and performance.	Consolidation of event from other monitoring tools in a single console.
2	Network Node Manager i	HP NNMi has the web based console, which acts as the gateway towards the network management	Complete monitoring of Network node only. Which fetches node interface, CPU & memory utilization via report as well as GUI, overall node live status etc.
3	HP Service Manager	The HP-SM basically a software, which used for record every incidents or interactions or changes or problems happened to the account through this software.	Details analysis of ticket with solution for every event logged in this software.
4	What up Gold	WhatsUp Gold provides complete visibility into the status and performance of applications, network devices and servers in the cloud or on-premises.	To monitor the network status of all the branches and offices on real time based on ICMP.

Table # 3.2: List of Reports	
Sl. No.	Report type
1	Node utilization monitoring & reporting of CPU, Memory, storage, interface.
2	Node link monitoring & reporting like packet loss, latency, interface errors, speed.
3	Node Uptime or down time or restart time report
4	Interface errors report.

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5	Inventory report
6	Node details like OS type, interfaces count , RAM & Storage size, IP address details, Serial number etc via GUI view
7	Alert and alarm of node status.
8	Network log should be stored for a period of 3 years.
9	Configuration backup.
10	Issue and monitoring or Trouble ticketing for all type of network issues in Bank's network. Tickets will be raised by Network Help desk at Head Office for all 451 locations of bank.
11	Down time report of branch, offices, DC and DR network segregated by network service provider in excel format.

Bidder should either procure the license of existing tools or should replace with any other tools which provides reports similar to these tools. Bidder should list all the tools required and provide the cost of license and ATS as per commercial format asked.

The Original Supplier of Tools proposed should have minimum of CMMI Level 3 or higher for development of software. Bidder should submit relevant reference document of Original Supplier of the Tools in this regards.

3.14 Under scope of OGB

Below will be under scope of Odisha Gramya Bank:

1. Hardware AMC of routers installed at branches, regional offices and Head Office will be under scope of OGB. However, the configuration of routers at all locations including branches and offices are under scope of selected bidder.
2. Selection of network service provider for all location of bank.
3. Procurement of routers, switches or any network equipment for branches, ROs and Head Offices.
4. Replacement of all network equipment at branches, ROs and Head Office will be under scope of OGB. AMC and Replacement of all network equipment at DC and DR will be under scope of selected bidder.
5. Formation of security policy will be under scope of Bank. However, guidance in formation of security policy and implementation of security policy will be under scope of Selected Bidder.

3.15 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.

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Sl. No.	Eligibility Criteria	Supporting Documents
1	<p>The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.</p> <p>In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.</p>	<p>The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be submitted along with technical bid. (Documentary proof should be attached).</p>
2	<p>The Bidder should have a minimum turnover of Rs.100 Crores per annum in each of the last three financial years In India.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>	<p>Audited Financial statements for the financial year 2015-16, 2016-17 and 2017-18 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above.</p>

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Sl. No.	Eligibility Criteria	Supporting Documents
3	<p>The bidder should have made operating profit in any one of the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or the Bidder's financial years.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>	<p>Bidder should submit Copy of the audited Balance Sheets for the preceding three years (i.e. 2015-16, 2016-17, and 2017-18).</p>
4	<p>The bidder should not have been blacklisted or de-pannelled due to unsatisfactory service, by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company / RBI / IBA in India within last one year as on date of the RFP.</p>	<p>Bidder to 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).</p>
5	<p>Bidder should have service / support infrastructure at Chennai and Hyderabad, including DC, DRC and Project office, and should be able to provide efficient and effective support. In case they do not have the same should be complied within one month of PO.</p>	<p>Self- Declaration on Bidder's letter head</p>
6	<p>The Bidder shall be the authorized partner or have authorization from OEM of all network devices under AMC</p>	<p>Letter of Authorization or partnership from respective OEM on OEM's letter head.</p>
7	<p>The Bidder should have implemented / Managed / Supported Network of Core Banking solution 24x7 in at least 1 (one) scheduled Banks of India with minimum 500 branches in India.</p>	<p>Experience certificate in the relevant Bank's letter head</p>
8	<p>The Bidder should have prior experience of managing/supporting CBS Network Infrastructure at DC and DRC, Security components in a minimum of 1 (one) scheduled commercial Bank in India with minimum of 500 branches per Bank in India</p>	<p>Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase Order</p>
9	<p>The Bidder should have their own & independent full-fledged Security Team manned by skilled & network security engineer, for efficient remote monitoring, diagnosis and vulnerability identification and avoidance.</p>	<p>Necessary details such as location details along with the security professional, Tools used & resources deployed etc. to be submitted.</p>

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Sl. No.	Eligibility Criteria	Supporting Documents
10	The Bidder should have following four accreditations/ certifications which should be valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 20000 or equivalent C) ISO 27001 or equivalent	Copy of certificate should be submitted
11	Must have experience in network integration and support of other surround applications that the Bank has currently implemented like ATM, NEFT/RTGS, FI gateway solution, e-KYC, APBS, PFMS, IMPS, SMS Gateway with Core banking environment in India.	Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase order to the satisfaction of the bank.
12	Bidder needs to submit a good project management and governance certificate from at least 1(One) scheduled Bank in India having minimum 500 branches in India, where the Bidder has managed/supported Core Banking Solution	Bidder needs to submit the credentials or declaration in this regards.
13	The Bidder should have back lining Agreement with respective OEM with regards to AMC of network devices under scope of bidder.	Bidder needs to submit a self-declaration at the time of bid submission however the agreement copy needs to submit after L1 declaration.
14	All L3 network engineers and single point of contact appointed for this project during the contract period should be on payroll of bidder. L3 & L2 engineer at DC and DR should have any one of the network certification like ICND 1 & 2 / CCNA / JNCIA / HP-AIS.	Bidder need to submit declaration on bidder's letter head for submission of relevant copy of certificates and relevant document on awarded as L1 bidder.
15	The bidder is to submit a duly signed Pre-Contract Integrity Pact in original	The Pre-Contract integrity pact is to be executed in non-judicial stamp paper of worth Rs.250/- in conformity to CVC format as per "Annexure M – Pre Contract Integrity Pact"

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria for the category bidder has selected, will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be 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.

NOTE:

1. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
2. Bidders need to ensure compliance with all the eligibility criteria points.
3. In case of corporate acquisition, split of a company, certificate of incorporation, financial statements, credentials prior to such restructuring could be furnished
4. Scheduled Bank also include Regional Rural Bank and Co-operative Bank.
5. Scheduled commercial Bank refer to public sector / scheduled commercial Bank in India only.
6. Branches mentioned are per Bank and not cumulative across Bank.
7. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:

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- a. In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer'.
 - b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.
8. The final solution mentioned above refers to the solution based on the scope given in this RFP.
9. The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.

4.2 Eligibility Criteria Response Sheet

The Bidders should complete the Eligibility Criteria Response Sheet as given in **Annexure - J**. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

4.3 Pre Contract Integrity Pact

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

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

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

Section 5 - Instruction to Bidders

A. The Bidding Document

5.1 RFP

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

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

5.2 Cost of Bidding

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

5.3 Content of Bidding Document

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

5.4 Bank's network architecture

Bank will share the diagram and details of network hardware to the bidder on getting written request from bidder over e-mail along with profile of bidder's organization. Bank may at its sole discretion any deny to share the network diagram or details with bidder's organization if found to be not secure.

5.5 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:

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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.

5.6 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

5.7 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.

5.8 Bid Cost and Exemptions

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.10,000.00 (Rupees Ten Thousand only) + Rs.1,800.00 (Rupees One Thousand Eight Hundred only)** "towards GST" 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.

5.9 Earnest Money Deposit (EMD) and Exemptions

The Bidder is required to deposit **Rs.20,00,000/- (Rupees Twenty Lakhs only)** in the form of Bank Guarantee issued by a scheduled commercial bank valid for 6 months, with a claim period of 3 months after the expiry of validity of the Bank Guarantee as per the statutory provisions in this regard, as per format in **Annexure B**.

No interest will be paid on the EMD.

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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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

5.16 Envelope bidding process

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

Both the envelopes shall then be sealed and put into an outer envelope marked as "**(Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES**"

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

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

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

5.17 Contents of the 3 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. Pre Contract Integrity Pact – Annexure M
12. Escalation Matrix – Annexure N
13. Track Record for Past Experience in Schedule commercial bank in India – Annexure O
14. Additional Software / Tools Details – Annexure P
15. Three years audited Balance Sheet and Profit and Loss Statements.
16. RFP document duly sealed and signed by the authorized signatory on each page
17. All necessary supporting documents

Envelope B –Commercial Bid

1. Commercial Bid Form – Annexure Q
2. Commercial Bid – Annexure R
3. Non-Disclosure Agreement – Annexure S

5.18 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.

5.19 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.20 Bid Language

The bid shall be in English Language.

5.21 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.

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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.

5.22 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.

5.23 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.

5.24 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.

5.25 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.

5.26 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.

5.27 RFP Abandonment

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

5.28 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

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

Stage 2 -Envelope ‘B’ of those Bidders who qualify the eligibility and technical criteria will be evaluated further for finalizing the L1 vendor for this rate contract. The Commercial bid submitted will be evaluated for the Category(s) that the bidder qualify the eligibility and technical criteria for respective Category(s).

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

The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity card to represent them at the time of opening of the bids. Only one representative will be allowed to represent each Bidder. In case the Bidder's representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled 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 eligibility criteria and 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 bid of only the technically qualified short-listed bidders will be opened for selection of L1 bidder.

7.4 Successful Evaluated bidder:

The bidders with lowest cumulative commercial bid under "Section: 5 – Total Cost" of "Annexure R – Commercial Bid" identified will be declared as the successful bidder and will be called L1 bidder for awarding the contract.

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

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

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

8.2 Term of the Order

The term of the Notification of Award / Purchase Order / Contract Period shall be for a period of 3 years **from 1st December 2019**, subject to mutually agreed terms and conditions.

There will be a Transition period of 2 months **from 1st September 2019 till 30th November 2019** to take over the support of in-scope applications and for hand over - Take over from the existing vendors. The Contract Period of 3 years will start after the Transition period i.e. **from 1st December 2019**.

The Bidder is required to provide Facility Management support for all the in-scope applications and infrastructure throughout the tenure of the contract without any extra cost to Bank as mentioned in Section 3.

8.3 Transition period or Handover / Takeover

The selected bidder will be allowed to engage their resources at Bank's Data Center, Disaster Recovery Center and Head Office for proper Hand Over and Takeover of network support from bank's existing vendor from **1st September 2019. The engagement of resources and activity during Transition period should be free of cost to the bank.** All activity related to Hand over and take over should be documented properly and should be completed by **20th November 2019**. Selected bidder should submit signoff regarding successful handover and takeover of knowledge and hardware from existing bidder by **20th November 2019**.

The Network Engineer engaged during Transition period must be engaged during contract period and should not be changed before **31st December 2020**.

All new hardware should be delivered, configured and deployed to bank's network architecture by last working day of November 2019.

8.4 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.

8.5 Performance Bank Guarantee

The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Bank Guarantee (PBG) equal to 10% of total value of the Purchase order (exclusive of taxes), valid for 3 years, with a claim period of 3 (Three) 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.

8.6 Taxes and Duties

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

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Prices shall be exclusive of all taxes, duties. The bidder should meet the requirements of Goods & Services Tax (GST) of India.

8.7 Delivery Address:

Delivery locations will be provided along with the Purchase Orders

8.8 Project Time line

Sl. No.	Activity	Start Month (start of)	End Month (end of)
1	On Boarding of the resources Project Initiation, Detailed Project Plan Submission and sign off	M1	M1
2	Transition	M1	M3 (or Nov 2019, whichever is earlier)
3	Delivery of new hardware, configuration and replacement of new hardware with old hardware	M1	M3 (or Nov 2019, whichever is earlier)
4	Maintain the existing or new network infrastructure under scope of this RFP	M3 (or Nov 2019, whichever is earlier)	3 years (Contract Period)

8.9 Network Availability (SLA Network Uptime):

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

SL No	Category	Required uptime	MTTR
1.	Network Devices at DC and DR	99.90%	30 minutes
2.	Connectivity between applications	99.90%	30 minutes
3.	Network connectivity related to CBS	99.90%	15 minutes
4.	Network Devices downtime that does not have application level impact	99.90%	60 minutes
5.	Network down time due to improper coordination with network service provider as per clause 3.7 Network FMS / NOC point# 25	99.90%	15 minutes

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:

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

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

MTTR will not be calculated between 12 mid night to 7a.m.

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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.

Uptime Rules:

1. Wherever System Integrator monitors onsite, the downtime calculation starts from the time of hardware failure leading to denial of service.
2. Wherever Bank monitors, the downtime calculation starts from the time of reporting by the Bank minus MTTR.
3. Preventive or scheduled maintenance done without affecting the functioning of CBS and related application is not considered as downtime, provided the Network System Integrator communicates to the Bank about details of planned or scheduled activities at least 24 hrs in advance during working days and gets all necessary approvals as per Bank policies before undertaking the planned maintenance activities.

8.10 Penalty Clauses:

1. Penalty for Delay in Transaction

For every percentage or part thereof, for down time over and above **last working day of November-2019**, 0.001% of the Total project cost for every one day delay will be deducted as penalty for the subsequent payment to the bidder maximum up to 10% of the contract value. Penalty will not be applicable if the reason of delay is due to bank.

2. Delay in delivery of new hardware as part of hardware refreshment:

In case of any delay in delivery and go-live of new hardware as part of hardware refreshment under "Section: 2 – Hardware Refreshment" in "Annexure R - Commercial Bid" of this RFP, bidder will be responsible for end to end support for existing End of Support hardware till the delivery and go-live of new hardware.

The end to end support of EOS hardware in such case will be free of cost.

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

The penalty for downtime, if any, for network at DC, DR or branches reason attributed to the selected bidder will be calculated on monthly basis @ 0.01% of every 0.01% downtime over and above allowed MTTR as per clause 8.8 and will be deducted from quarterly payment to be bidder maximum up to 10% of the quarterly charges.

8.11 Product Upgrades

At any time during term of the purchase order / performance of the RFP/Contract, should technological advances be introduced by the OEM/ Bidder for information technologies originally offered by the bidder in its bid and still to be delivered, the bidder shall be obliged to offer to OGB the latest version of the available technologies having equal or better performance or functionality at the same or lesser unit prices.

During performance of the RFP/Contract, the Bidder shall offer to OGB all new versions, releases and updates of hardware, software, Firmware as well as related technical support within 30 days of their availability from the OEM free of cost, where ever applicable. Bidder need to have back to back subscription agreement with OEM to get updates on software, firmware or version update for Network Device OS and Tools provided.

8.12 Payment Terms:

Payment all recurring payment 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:

1 Hardware

The payment against new hardware as per "Section: 2 – Hardware Refreshment" in "Annexure R - Commercial Bid" will be released on following process.

1. 90% of the Hardware Cost after delivery, installation and configuration of new hardware as per existing network architecture and configuration.
2. 10% of the hardware cost after submission of PBG as per **clause 8.5**.

2 Recurring Payments

The payment against recurring services, network engineers, AMC, ATS, and Subscription 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 8.10**.

8.13 Insurance

The Hardware installed will be insured by the Bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office.

8.14 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 S** 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.

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

The terms of this clause shall continue in full force and effect 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.

8.15 Amendments to the Agreement

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

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

8.16 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.

8.17 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.

8.18 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.

8.19 Governance Structure

Sl. No.	Governance Layer	Governance Participants	Responsibilities	Review Frequency
		Bank		

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1	Operations	IT Committee	SI Service Delivery Mgr	1. Issue resolution and escalation 2. Manage people issues 3. Plan, track and review SLAs 4. Plan and track time lines	Ad-hoc
2	Change Management	Bank GM-IT HEAD-IT Concerned Department Head	SI Service Delivery Mgr	Change Approval and Implementation	Ad-hoc

1. Developing and employing a quality assurance program, subject to bank approval, designed to promote performance of the scope of work with a high level of quality, focusing on measuring and improving reliability, speed, cost effectiveness, and customer satisfaction.
2. Writing and maintaining procedures and measurements on all quality assurance activities associated with the work. Ensuring that the quality metrics and procedures employed are consistent with similar standards in Bank peer group and/or in the provision of similar professional services.
3. Ensuring compliance with a published quality assurance program, with adequate internal controls and verification activities.
4. Conducting periodic quality audits of the work rendered.
5. Documenting audit findings and complying with the non conformances within a stipulated time period. Allowing bank to perform audits that will focus on the Successful Bidder's adherence to its quality assurance procedures and standards; on the metrics gathered to support quality assurance activities; and on the Successful Bidder's efforts to improve overall quality. The Successful Bidder will cooperate fully and assist bank with any such audits by the bank, its agents, RBI and any other statutory/regulatory bodies.

8.20 Exit option and contract re-negotiation

- a) OGB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.
- b) OGB reserves its right to cancel the contract 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.
- d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to OGB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to OGB or to an alternative 3rd party / vendor nominated by OGB. Where OGB elects to transfer the responsibility for service delivery to a number of vendors, OGB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- e) The reverse transition services to be provided by the Bidder shall include the following:
 1. The Bidder shall suitably and adequately train OGB or its designated team or new service provider for fully and effectively changeover of bank's network.

2. Bidder shall provide adequate documentation thereof.
 3. The Bidder shall jointly manage the Links with OGB or designated team for a reasonable period of time
- f) **Knowledge Transfer:** The Bidder shall provide such necessary information, documentation to OGB or its designee, for the effective management and maintenance of the Deliverables under this RFP/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this RFP/Agreement.
- g) **Warranties:**
1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of OGB. The bidder shall execute any and all such documents as may be necessary in this regard.
 2. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
 3. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- h) The rates for availing services during reverse transition period would be the same as payable during the RFP/contract period for the respective services, during which the existing Bidder would transfer all knowledge, know-how and other things necessary for OGB or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- i) OGB shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- j) OGB and the bidder shall together prepare the Reverse Transition Plan. However, OGB shall have the sole decision to ascertain whether such Plan has been complied with.
- k) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/contract it would extend all necessary support to OGB or its selected vendors as would be required

8.21 Extension of RFP/Contract

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP/Contract, to the satisfaction of and as decided by 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 each Category of links on mutually agreed terms between the service provider(s) and bank.

OGB has right to alter (increase or decrease) the number of Links in all Categories of Links. OGB has right to place order for additional links in any category or cancellation of any links to the bidder for any Category in the Contract. The RFP/contract shall be co-terminus with the Purchase orders issued unless extended by OGB.

8.22 Order Cancellation

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

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

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

8.23 Termination of Contract

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

For Insolvency: OGB at any time may terminate the 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.

8.24 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by OGB, continue to provide facility to OGB at no less favorable terms than those contained in this RFP. In case OGB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to OGB.
- OGB shall make such 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

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the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

- Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from OGB. OGB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.25 Merger and Amalgamation

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP
- On the Bank' request, the Bank and the System Integrator shall prepare and implement an integration plan to integrate the technology services of the acquired entity with that of the relevant Bank.

8.26 Force Majeure

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

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

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than 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 Corrupt and Fraudulent Practices

- 1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 4 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 6 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 8 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

8.28 Resolution of Disputes

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

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

8.29 Compliance with Applicable Laws of India

The Bidder confirms to OGB that it complies with all Central , State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify OGB about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future,

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pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect OGB and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

8.30 Legal Compliances:

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

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

8.31 Intellectual Property Rights:

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

8.32 Applicable Law and Jurisdiction

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

8.33 No Damage of OGB Property

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

8.34 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of RFP and includes collusive practice among Bidder's (prior to or after Bid submission) designed to

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establish Bid prices at artificial non-competitive levels and to deprive the OGB of the benefits of free and open competition.

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

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

8.35 Master Service Agreement and Invoice Raising Mechanism

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

8.36 Limitation of Liability:

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

8.37 Governing Language

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

8.38 Wage Payment to Resources

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

8.39 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)

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/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES.

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

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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);

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(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}

OFFER LETTER

Date:

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

Dear Sir,

Subject: RFP No. OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES.

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

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

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR 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.

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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

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Annexure E - Bidder Information

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

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Annexure F - Declaration for Clean Track Record

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES**. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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Annexure G - Declaration for Acceptance of RFP Terms and Conditions

To

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

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

(Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

Annexure H - Declaration for Acceptance of Scope of Work

To

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

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **RFP No. OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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Annexure I - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP No. OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES** in response to the RFP by OGB, including signing and submission of all the documents and providing information/responses to OGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2018.

For _____.

Accepted

(Signature)

(Name Designation)

Date:

Business Address:

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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
1	<p>The bidder is registered as a company in India as per Companies Act, 1956/Registered Partnership Firm (operating in the line of business) and should have been in operation for a period of at least 3 years as on date of RFP.</p> <p>In case the Bidding Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 3 years as on date of submission of the bid.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, at least one of the demerged company or resulting company should have been in operation for at least 3 years as on the date of submission of bid.</p>		<p>The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association/ partnership deed (in case of Partnership Firm) are to be submitted along with technical bid. (Documentary proof should be attached).</p>
2	<p>The Bidder should have a minimum turnover of Rs.100 Crores per annum in each of the last three financial years In India.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p>		<p>Audited Financial statements for the financial year 2015-16, 2016-17 and 2017-18 AND CA Certificate indicating the sales Turnover for the previous financial years mentioned above.</p>
3	<p>The bidder should have made operating profit in any one of the three financial years i.e. 2015-16, 2016-17 and 2017-18 or calendar years 2015, 2016, 2017 or the Bidder's financial years.</p> <p>In case the Bidding Company is the result of a merger / acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.</p> <p>In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding</p>		<p>Bidder should submit Copy of the audited Balance Sheets for the preceding three years (i.e. 2015-16, 2016-17, and 2017-18).</p>

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Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
	Company be in operation for a period of less than 3 years. For this purpose, the decision of OGB will be treated as final and no further correspondence will be entertained on this.		
4	The bidder should not have been blacklisted or de-empanelled due to unsatisfactory service, by Odisha Gramya Bank or in any Head Government / PSU / Banking / Insurance company / RBI / IBA in India within last one year as on date of the RFP.		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).
5	Bidder should have service / support infrastructure at Chennai and Hyderabad, including DC, DRC and Project office, and should be able to provide efficient and effective support. In case they do not have the same should be complied within one month of PO.		Self- Declaration on Bidder's letter head
6	The Bidder shall be the authorized partner or have authorization from OEM of all network devices under AMC		Letter of Authorization or partnership from respective OEM on OEM's letter head.
7	The Bidder should have implemented / Managed / Supported Network of Core Banking solution 24x7 in at least 1 (one) scheduled Banks of India with minimum 500 branches in India.		Experience certificate in the relevant Bank's letter head
8	The Bidder should have prior experience of managing/supporting CBS Network Infrastructure at DC and DRC, Security components in a minimum of 1 (one) scheduled commercial Bank in India with minimum of 500 branches per Bank in India		Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase Order
9	The Bidder should have their own & independent full-fledged Security Team manned by skilled & network security engineer, for efficient remote monitoring, diagnosis and vulnerability identification and avoidance.		Necessary details such as location details along with the security professional, Tools used & resources deployed etc. to be submitted.
10	The Bidder should have following four accreditations/ certifications which should be valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 20000 or equivalent C) ISO 27001 or equivalent		Copy of certificate should be submitted
11	Must have experience in network integration and support of other surround applications that the Bank has currently implemented like ATM, NEFT/RTGS, FI gateway solution, e-KYC, APBS, PFMS, IMPS, SMS Gateway with Core banking environment in India.		Relevant Credential letters OR Purchase Order with the Bank's confirmation for having executed the Purchase order to the satisfaction of the bank.
12	Bidder needs to submit a good project management and governance certificate from at least 1(One) scheduled Bank in India having minimum 500 branches in India, where the Bidder has managed/supported Core Banking Solution		Bidder needs to submit the credential in the format specified in Annexure 17
13	The Bidder should have back lining Agreement with respective OEM with regards to AMC of network devices under scope of bidder.		Bidder needs to submit a self-declaration at the time of bid submission however the agreement copy needs to submit after L1 declaration.
14	All L3 network engineers and single point of contact appointed for this project during the contract period should be on payroll of bidder. L3 & L2 engineer at DC and DR should have any one of the network certification like ICND 1 & 2 / CCNA / JNCIA / HP-AIS.		Bidder need to submit declaration on bidder's letter head for submission of relevant copy of certificates and relevant document on awarded as L1 bidder.

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Sr. No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
15	The bidder is to submit a duly signed Pre-Contract Integrity Pact in original		The Pre-Contract integrity pact is to be executed in non-judicial stamp paper of worth Rs.250/- in conformity to CVC format as per "Annexure M – Pre Contract Integrity Pact"

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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 _____, _____

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Annexure L - Resource Profile

OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES

S.No.	Name of the Resource	L3 / L1 Network resource	Certification details	Client Name	Will be Deployed at	Remarks

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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

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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.

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- 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.

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- 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 Pac, 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.

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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

(Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT
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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. _

(Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

Annexure N- Escalation Matrix

Name of the Company:

Delivery Related Issues:

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

Service Related Issues:

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

(Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

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

OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES

Ref: Your RFP for Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, Facilities Management and other services at Data Center, Disaster Recovery Center, Branches and Offices

Name of the Bidder_____

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

(Enclose necessary documentary proof)

Date:

(Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT
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Annexure P- Additional Software / Tools Details

SI No	Software Proposed	Is available with bank?	Proposed to replace with	New Solution / ATS for the existing tools

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

Annexure Q – Commercial Bid Form

(To be included in Commercial Bid Envelope)

To

OGB

Dear Sirs,

Re: OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES

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

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

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

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

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

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

Annexure R - Commercial Bid

(Company letter head)

OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019 REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT DATA CENTRE, DISASTER RECOVERY CENTRE, OFFICES AND BRANCHES

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

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

Section: 1 – Annual Maintenance Contract (AMC)

Table 1: AMC for Network Hardware

SL No	Network HW	Type	Location	Serial Number	AMC cost for 1 st Year (Y1)	AMC cost for 2 nd Year (Y2)	AMC cost for 3 rd Year (Y3)	Total Y1 + Y2+ Y3
1	Fortigate 500D	Firewall	DC - Chennai	FGT5HD3916804150				
2	Fortigate 500D	Firewall	DR - Hyderabad	FGT5HD3916803373				
3	MSR 3044	Router	DC - Chennai	CN6AK1N018				
4	MSR 3044	Router	DC - Chennai	CN78K1N00L				
5	MSR 3044	Router	DR - Hyderabad	CN6AK1N013				
6	MSR 3044	Router	DR - Hyderabad	CN73H1N021				
7	HP MSR 2003	Router	DC - Chennai	CN3BFTY10V				
8	HP MSR 2003	Router	DC - Chennai	CN39FTY0BG				
9	HP MSR 2003	Router	DC - Chennai	CN43FTY031				
10	HP MSR 2003	Router	DC - Chennai	CN3BFTY0L8				
11	HP MSR 2003	Router	DC - Chennai	CN3BFTY0KJ				
12	HP MSR 2003	Router	DR - Hyderabad	CN43FTY05G				
13	HP MSR 2003	Router	DR - Hyderabad	CN43FTY067				
14	HP MSR 2003	Router	DR - Hyderabad	CN3BFTY02W				
15	HP MSR 2003	Router	DR - Hyderabad	CN3BFTY076				
16	HP MSR 2003	Router	DR - Hyderabad	CN43FTY036				
17	HP MSR 2003	Router	DR - Hyderabad	CN3BFTY0ZJ				
18	HP MSR 2003	Router	DR - Hyderabad	CN43FTY038				
19	Juniper EX 4200	L3 Switch	DC - Chennai	BM0210034700				
20	Juniper EX 4200	L3 Switch	DC - Chennai	BM0210034710				
21	Juniper EX 4200	L3 Switch	DR - Hyderabad	BM0210034614				
22	Juniper EX 4200	L3 Switch	DR - Hyderabad	BM0210034661				
23	Juniper EX 4300	L3 Switch	DC - Chennai	PE3717470157				
24	Juniper EX 4300	L3 Switch	DC - Chennai	PE3717470003				
25	Juniper EX 4300	L3 Switch	DR - Hyderabad	PE3717470188				
26	Juniper EX 4300	L3 Switch	DR - Hyderabad	PE3717470172				
	----	----	Total					(A)

Note: Bidder should quote for cost of new hardware at column (Z), if proposed to replace the existing End of Support Hardware.

Section: 2 – Hardware Refreshment

Table 1: Replacement of hardware with End of Support

SL No	Network HW	Type	Location	Serial Number	Make and model of new hardware	Unit Cost of new Hardware with one year warranty (Z1)	AMC cost for 2 nd Year (Z2)	AMC cost for 3 rd Year (Z3)	Total Z1 + Z2 + Z3
1	Juniper SRX 650	Firewall	DC - Chennai	AJ0310AA0044					
2	Juniper SRX 650	Firewall	DC - Chennai	AJ0310AA0047					
3	Juniper SRX 650	Firewall	DR - Hyderabad	AJ0310AA0039					
4	Juniper SRX 650	Firewall	DR - Hyderabad	AJ0310AA0040					
5	Juniper J6350	Router	DC - Chennai	JN11910DEADB					
6	Juniper J6350	Router	DC - Chennai	JN11905DEADB					
7	Juniper J6350	Router	DR - Hyderabad	JN1163546ADB					
8	Juniper J6350	Router	DR - Hyderabad	JN118DB2DADB					

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SL No	Network HW	Type	Location	Serial Number	Make and model of new hardware	Unit Cost of new Hardware with one year warranty (Z1)	AMC cost for 2 nd Year (Z2)	AMC cost for 3 rd Year (Z3)	Total Z1 + Z2 + Z3
9	Juniper SSG20	Router	DC - Chennai	SR 0164112013000212					
10	Juniper SSG20	Router	DC - Chennai	SR 0164112013000135					
11	Juniper EX 3200	L3 Switch	DC - Chennai	BH0210025979					
12	Juniper EX 3200	L3 Switch	DC - Chennai	BH0211283246					
13	Juniper EX 3200	L3 Switch	DC - Chennai	BH0210039031					
14	Juniper EX 3200	L3 Switch	DC - Chennai	BH0210025988					
15	Juniper EX 3200	L3 Switch	DC - Chennai	BH0211283217					
16	Juniper EX 3200	L3 Switch	DR - Hyderabad	BH0210025745					
17	Juniper EX 3200	L3 Switch	DR - Hyderabad	BH0210025710					
18	Juniper EX 3200	L3 Switch	DR - Hyderabad	BJ0209369934					
19	Juniper EX 3200	L3 Switch	DR - Hyderabad	BH0210025970					
	----	----	Total						(B)

Section: 3 – Licenses

Table 1: Subscription cost for Firewalls

SL No	Network HW	Type	Location	Count	Yr 1	Yr 2	Yr 3	Total
1	Proposed new Firewall (Juniper SRX 650)	Firewall	DC - Chennai	2				
2	Proposed new Firewall (Juniper SRX 650)	Firewall	DR - Hyderabad	2				
3	Fortigate 500D	Firewall	DC - Chennai	1				
4	Fortigate 500D	Firewall	DR - Hyderabad	1				
	----	----	Total	----				(C)

Table 2: License or ATS cost for additional tools

SL No	Description	ATS/License	Location	Count	Yr1	Yr2	Y3	Total Price
1	<Tools Name> (NMS Tool)		<Location>	<count>				
2	<Tools Name>		<Location>	<count>				
3	<Tools Name>		<Location>	<count>				
4	<Tools Name>		<Location>	<count>				
5	<Tools Name>		<Location>	<count>				
6	<Tools Name>		<Location>	<count>				
7	<Tools Name>		<Location>	<count>				
8	<Tools Name>		<Location>	<count>				
9	<Tools Name>		<Location>	<count>				
--	--	--	--	Total				(D)

Section: 4 – Network Engineer Cost

SL No	Description	Place of Posting	Unit	Yr1	Yr2	Y3	Total Price
1	L3 Engineer	DC Chennai	One				
2	L3 Engineer	DR Hyderabad	One				
3	L2 Engineer	DC Chennai	One				
4	L1 Engineer	Head Office, Bhubaneswar	One				
		Total	4				(E)

Section: 5 – Total Cost

Section	Table Number	Total cost of Table
Section: 1 – Annual Maintenance Contract (AMC)	Table 1: AMC for Network Hardware	(A)
Section: 2 – Hardware Refreshment	Table 1: Replacement of hardware with End of Support	(B)
Section: 3 – Licenses	Table 1: Subscription cost for Firewalls	(C)

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Section	Table Number	Total cost of Table
Section: 3 – Licenses	Table 2: License or ATS cost for additional tools	(D)
Section: 4 – Network Engineer Cost		(E)
	Total cost of project	A + B + C + D + E

***The total cost of the project under “Section:5 - Total cost” will be used for the section of L1 bidder.**

We certify that price quoted are all-inclusive (excluding applicable Government Tax component) as per clauses mentioned in the RFP No. **OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019**. We also confirm that the price quoted meets all the specifications and scope of work mentioned in the RFP No. **OGB/RFP/ITD/NETWORK/001/2019-20 dated 04/May/2019**.

Authorised Signatory:

Name and Designation:

Office Seal:

(Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT
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Annexure S - 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.

(Re-Tender) RFP FOR SELECTION OF SERVICE INTEGRATOR FOR MAINTENANCE OF BANK'S NETWORK SETUP AT
DATA CENTER, DISASTER RECOVERY CENTER, OFFICES AND BRANCHES

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

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

Witness 1:

Witness 2: